



## **Phase II Operating Rules**

**Version 1.4**

**Approved by the TransLink® Management Group on April 27, 2009**

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## 1. INTRODUCTION

### 1.1 TRANSLINK® OVERVIEW

TransLink® is an Automated Fare Collection (“AFC”) program cooperatively developed and implemented by the transit operators (“operators”) in the nine-county San Francisco Bay Area and the Metropolitan Transportation Commission (“MTC”). The TransLink® card is a fare instrument that can operate in all of the different transit modes in the Bay Area (“the Region”) and can be used to pay fares for both inter-operator and intra-operator services. MTC (also, “Contracting Agency”) has signed a contract with Motorola, Inc. to design, build, operate, and maintain the TransLink® system (“TransLink® Contract”).

#### 1.1.1 Program Goals

The goals for the TransLink® Program, as adopted by the Partnership Transit Coordination Committee (“PTCC”), are to:

- a. Improve convenience for passengers making inter-operator trips;
- b. Allow operators to improve convenience for passengers making intra-system trips;
- c. Improve efficiency and security of the fare collection system;
- d. Take advantage of revenue enhancing or cost saving business deals (expected primarily from the private sector); and
- e. Consolidate and coordinate service as required by California Senate Bill (“SB”) 1474.

### 1.2 KEY PROGRAM POLICIES

The following policies govern the implementation of the TransLink® program, as adopted by the PTCC in 1998:

- a. Operators must procure fare collection equipment that is compatible with TransLink®;
- b. TransLink® will be funded by federal transportation grants, state transportation funds, and State Transit Assistance (“STA”) Regional Discretionary funds (programmed by MTC); and
- c. Individual operators will continue to set their own fare policies.

Operators are encouraged, but are not required, to replace existing non-cash fare media with TransLink® technology based media.

### 1.3 PURPOSE OF THIS DOCUMENT

These operating rules, as approved by MTC and the operators acting as the TransLink® Consortium pursuant to an Interagency Participation Agreement (“IPA”) dated December 12, 2003, as subsequently amended, shall establish operating parameters and procedures for the operation and maintenance of the TransLink® system. The TransLink Management Group (“TMG”) is the decision making body of the Consortium. The intent of this document is to create a framework within which operating procedures can be established. The rules and policies contained in this document are not intended to describe procedures for every scenario that will arise related to the operation of the TransLink® system and are intended to be consistent with the IPA or the TransLink® Contract. In the event of a conflict between the Operating Rules and either the IPA or the TransLink® Contract, the IPA or Contract, respectively, shall prevail.

## 1.4 DOCUMENT OVERVIEW

For most sections of this document, the discussion of rules and policies pertaining to a particular topic begins with either a set of key policies or an overview, the purpose of which is to present a high-level summary of the policies that pertain to the topic. In some cases, the key policies and/or the overview may be repeated in the body of the particular section.

## 1.5 MTC ROLE

Section B1-1.2.2.2 of the TransLink<sup>®</sup> Contract states that MTC is Application Issuer, as that term is defined below in Section 2.1.1.

In accordance with Section B-1.2.3 of the TransLink<sup>®</sup> Contract, parties qualified under the TransLink<sup>®</sup> Contract to be Card Issuers are: MTC, the operators (as defined in the IPA), the Contractor, or third parties. Currently, MTC is the only Card Issuer, and the license between the Card Issuer and each customer acquiring a license to a TransLink<sup>®</sup> smart card is between MTC and the customer.

Under the IPA (Article III.A), the TMG, the governing body of the TransLink<sup>®</sup> Consortium, provides “policy oversight, advice and direction” to MTC in its role as Contracting Agency.

**Although MTC is referred to in these Operating Rules as both the Card Issuer and the Application Issuer, it is understood that MTC will carry out its responsibilities under the Rules in accordance with TMG policy oversight and direction, as stated in the IPA.**

## **2. ISSUANCE**

### **2.1 KEY ISSUANCE POLICIES**

#### **2.1.1 Definition of Application Issuer**

An application issuer is any single entity or a joint entity of multiple parties that owns and distributes any specific application on a smart card. MTC, as Contracting Agency, retains the right to issue cards with the TransLink® Application on behalf of the operators.

At present, there are no plans for issuance of multi-application TransLink® cards. Should that change, the rules governing multi-application cards will be consistent with Section B1-1.2.5 of the TransLink® Contract. Under the IPA, the TMG must approve any new opportunities or business ventures for TransLink®.

#### **2.1.2 Definition of Card Issuer**

A TransLink® Card Issuer is any single entity or a joint entity of multiple parties that the TransLink® Consortium has formally approved to issue smart cards containing the TransLink® Application or a functioning sub-set of this application that enables them to be accepted as a form of payment.

MTC, on behalf of the TransLink® Consortium shall act as the sole TransLink® Card Issuer. The TransLink® Consortium reserves the right to direct MTC, in the future, to enter into issuance agreements with other parties consistent with Section B1-1.2.3 of the TransLink® Contract. Possible Card Issuers under Section B1-1.2.3 are: MTC, the operators, the TransLink® Contractor, and third parties that meet specified criteria. MTC may also act as a Joint Co-Issuer with one or more eligible parties.

## **2.2 TRANSLINK® APPLICATION ISSUER**

### **2.2.1 Rights and Responsibilities of the TransLink® Application Issuer**

As the sole issuer of the TransLink® Application within the Region, MTC, on behalf of the operators of the TransLink® Consortium recognizes the following.

- a. The operators in the TransLink® Consortium shall own and manage the funds pool resulting from the value load of TransLink® electronic cash (“e-cash”).
- b. The operators in the TransLink® Consortium shall be responsible for all payments that result from a transaction performed in accordance with the Operating Rules. Payments related to e-cash, passes, and rides will be settled with card acceptors (i.e., transit operators) as defined in Section 17 of this document.
- c. The TransLink® Consortium reserves the right to utilize TransLink® e-cash for payments for transit services and for other non-transit ancillary services.

## **2.3 TRANSLINK® CARD ISSUER**

### **2.3.1 Card Issuer for Regionwide Implementation of TransLink®**

MTC, on behalf of the operators of the TransLink® Consortium shall have the sole right to issue reloadable or disposable cards with the TransLink® Application or a subset of this application on the card. A subset of the application may need to be issued in circumstances where the entire TransLink® Application is not required or will not fit on a card (i.e., disposable smart cards).

The TransLink<sup>®</sup> policy on card issuance is to encourage all qualified third party card issuers to issue cards with the TransLink<sup>®</sup> Application. Eligibility to be a Card Issuer will be determined by the TransLink<sup>®</sup> Consortium based on business and technical considerations.

## **2.3.2 Rights and Responsibilities of the TransLink<sup>®</sup> Consortium as the TransLink<sup>®</sup> Card Issuer**

### **2.3.2.1 Rights**

MTC, as the TransLink<sup>®</sup> Card Issuer, on behalf of the operators of the TransLink<sup>®</sup> Consortium, shall have the right to:

- a. Issue either “registered” cards, where the issuer knows the identity of the cardholder, or “unregistered” cards, where the issuer does not know the identity of the cardholder, in the ratio it chooses;
- b. Own the cards it issues. The TransLink<sup>®</sup> card is the property of the Card Issuer, and, unless otherwise permitted, must be delivered to the Card Issuer upon a cardholder’s or distributor’s withdrawing from participation in the TransLink<sup>®</sup> program;
- c. Own the relationship with the individual holder of its card;
- d. Set the pricing policies for the cards it issues;
- e. Set the replacement policies for the cards it issues; and
- f. Design the graphics of its own cards (see Section 18.5).

#### **2.3.2.1.1 Pricing Protection for Cardholders**

MTC, on behalf of the TransLink<sup>®</sup> Consortium shall not allow the TransLink<sup>®</sup> Service Bureau (“TSB”), which is operated by the TransLink<sup>®</sup> Contractor, to levy any fees on either cardholders or potential cardholders for the acquisition of the TransLink<sup>®</sup> card (e.g., purchase of card), for TransLink<sup>®</sup> services performed with the card (e.g., payment or value loads), or for support services (e.g., balance inquiries or other calls to the TSB Customer Service Center) without the explicit approval of the TransLink<sup>®</sup> Consortium. This requirement does not apply to cards that are issued by parties other than MTC and used by cardholders for payment services other than TransLink<sup>®</sup>.

### **2.3.2.2 Responsibilities**

MTC, as the TransLink<sup>®</sup> Card Issuer, on behalf of the operators of the TransLink<sup>®</sup> Consortium, has the following responsibilities which have been contracted out through MTC:

- a. Procure cards. These cards must comply with TransLink<sup>®</sup> graphics and technical standards, as defined in the TransLink<sup>®</sup> Contract and/or by the TransLink<sup>®</sup> Consortium. Policies for card graphics are defined in Section 18.5 of this document. Technical requirements related to the card are defined in the TransLink<sup>®</sup> Contract and formal design submittals.
- b. Manage its own card stock inventory and track the stock of cards it issues that are held at other vendors with which it has vending relationships.
- c. Ensure correct “static encoding” (i.e., serial number and other systems information that does not change after issuance of the TransLink<sup>®</sup> card) of its cards. (Its card supplier will typically perform such encoding.)

- d. Perform any other TransLink<sup>®</sup>-related registration or personalization required for the TransLink<sup>®</sup> Application on these cards including any optional features registration, encoding of date of birth or fare category for discount purposes, and any associated control processes for such encoding.
- e. Recruit third party distributors for the initial vending of, and the subsequent value loading on, its cards.
- f. Distribute its cards to vending machines, if deployed, and to third party distributors with which it holds distribution contracts.
- g. Collect fees, deposits, or any other revenues due from consumers on the initial acquisition of these cards.
- h. Maintain a hotlist of uniquely numbered TransLink<sup>®</sup> Applications that have been disabled from TransLink<sup>®</sup> service and provide this information in a timely manner as required by the TransLink<sup>®</sup> Operating Rules to the TransLink<sup>®</sup> Contractor.
- i. Manage the card base; i.e., maintain records on the cards it issues, and on associated TransLink<sup>®</sup> transactional activity.
- j. Replace cards in accordance with its policies as defined in Section 4.6 of this document.
- k. Market its cards.
- l. Perform customer service functions for all of its cardholders, third party distributors and, in addition, be responsive to operators' inquiries relating to settlement. The obligation to perform these service functions will be limited to questions related to the cards it issues. The Card Issuer must be able to address:
  - i) Questions regarding the use of its cards for TransLink<sup>®</sup> services;
  - ii) Problems related to the TransLink<sup>®</sup> purses on its cards; calls received pertaining to a specific operator's service must be forwarded to that transit operator;
  - iii) Replacement requests and verbal reports on the status of such requests; and
  - iv) Inquiries related to the unused TransLink<sup>®</sup> value (e-cash, period passes, stored rides), remaining on the card.
- m. Answer any questions or problems encountered by its third-party distributors with respect to the vending or loading of these cards.
- n. Maintain the confidentiality and privacy of all cardholder information, consistent with Section B1-1.2.4.2(q) of the TransLink<sup>®</sup> Contract and Section 10 of this document.

### **3. ACCEPTANCE AND CONDITIONS OF USE**

#### **3.1 KEY ACCEPTANCE AND CONDITIONS OF USE POLICIES**

##### **3.1.1 Acceptance of TransLink® Branded Cards**

All participating operators are obligated to accept all TransLink® branded cards, regardless of the issuer. Operators will accept TransLink® cards as payment for all the fixed-route transit services they offer.

##### **3.1.2 Use of Non-TransLink® Applications for Fare Payment**

Operators shall accept only TransLink® branded smart card payments for transit services. The TransLink® Consortium may choose to accept other payment applications as a group.

##### **3.1.3 E-cash Balance Required for Acceptance of Cards**

Operators shall allow a card to be used for a transaction if there is a positive remaining e-cash balance on the card or if the remaining e-cash balance is sufficient for the intended transaction, provided that the resulting negative value does not exceed a maximum amount as determined by the TransLink® Consortium. When a card has a negative balance, value must be added before the start of the next trip or entry to the system will be denied.

#### **3.2 CONDITIONS OF USE**

The cardholder, while using the services and facilities of the operators, shall be subject to and comply with the bylaws, rules and regulations of the respective operators.

Upon distribution, a card may be used in accordance with these conditions by a cardholder who is:

- The bearer of a card; and
- The person identified as being entitled to use of the card in the card data with respect to any registered card, as defined in Section 4.4.2.

##### **3.2.1 Transferability of the Card**

The card (except for registered cards and unregistered personalized cards, such as cards configured for the Senior/Disabled (RTC Discount) fare category, as defined in Section 6.3.3) is transferable and valid for use by the bearer. Registered cards, as defined in Section 4.4.2, and personalized cards, as defined in Section 4.4.5, are not transferable and can only be used by the person identified in the card data as authorized to use the card.

##### **3.2.2 Operator Fees, Charges, Discounts, Etc.**

Payment by deduction of the encoded value in the card for transit services is subject to the fee, charge, discount and/or concession and other relevant conditions of the respective operators effective at the time when service is offered and used.

##### **3.2.3 Acceptance of Products**

At the relevant operator's option, the text display shown on a Card Interface Device ("CID") at the point of fare payment to a patron who is using an operator product may be customized for the

particular fare product. The size of the CID's text display may constrain this option to some degree.

### **3.2.4 Acceptance of Promotional or Discount Fares**

At the relevant operator's option, a distinct visual and audible indicator may accompany use of the card for payment of promotional or discount fares.

### **3.2.5 Rejection of TransLink® Card for Fare Payment**

Operators may demand fare payment in a form other than the TransLink® card under the following conditions:

- a. E-cash balance on the card upon entry is insufficient to pay the fare;
- b. E-cash balance on the card upon entry has a negative value;
- c. The pass and/or stored rides on the TransLink® card have expired;
- d. The value stored in the BART High Value Discount E-purse is lower than the fare for the least expensive one way trip on BART;
- e. TransLink® card is expired;
- f. Upon request by transit operator personnel, the patron cannot verify eligibility for a discount fare enabled by his/her card;
- g. The patron is attempting to use a card fraudulently;
- h. TransLink® card has been added to the hotlist or blocked from the system; or
- i. TransLink® card is damaged or defective.

### **3.2.6 Card Reader Failure**

In the event of a card reader failure, operators may at their option either demand an alternative form of payment or allow TransLink® cardholders a free ride. Neither the TransLink® Consortium nor TSB will reimburse operators for free rides granted due to malfunctioning readers and in accordance with individual operator policies.

## **3.3 FRAUD DETECTION AND CONTROL**

Operators are responsible for ensuring that TransLink® cards and systems are used in a manner consistent with defined policies and procedures. A fraud investigation may be initiated by a TransLink® Consortium member or TSB. Operators are required to cooperate with any investigation of fraud undertaken by the TransLink® Consortium and/or TSB. If TSB initiates an investigation of possibly fraudulent activity, TSB will notify the affected operator(s) prior to taking action(s) concerning a card or cards.

## **4. CARD BASE MANAGEMENT**

### **4.1 KEY CARD BASE MANAGEMENT POLICIES**

#### **4.1.1 TransLink® Card Inventory**

TSB shall maintain the inventory of undistributed TransLink® card stock on behalf of the TransLink® Consortium. TSB shall be responsible for the physical security of inventory until distributors have received and formally accepted the cards. TSB shall maintain the TransLink® card inventory at levels sufficient to meet distributors' card demands within the timeframes established under distributor agreements.

#### **4.1.2 Monitoring of Card Status**

TSB shall monitor the activity status of all TransLink® cards.

#### **4.1.3 Card Expiration**

##### **4.1.3.1 Phase I TransLink® Cards**

Phase I TransLink® cards will expire three years after their date of initialization. A cardholder must acquire a replacement card after his/her card expires. Products, features, and value can be transferred to a new card within one year after the card expiration if the cardholder so chooses. After that time, any abandoned value remaining on the card will become the property of the Application Issuer.

##### **4.1.3.2 Phase II TransLink® Cards**

Phase II TransLink® cards will not expire unless the card is a Senior/Disabled (Regional Transit Connection Discount ("RTC")) TransLink® Card. See Section 6.3.3.1 for more information.

#### **4.1.4 Defective Cards**

TSB shall replace a cardholder's defective card at no cost to the TransLink® Consortium or the cardholder. TSB shall also replace the confirmed remaining TransLink® value from the defective card.

#### **4.1.5 Damaged Cards**

A cardholder must purchase a replacement for a damaged card and may transfer the confirmed TransLink® value on a damaged card to a replacement card if s/he has registered his/her original card (see Section 4.4.2) prior to reporting the card damaged or if the patron has a card configured for the Senior/Disabled (RTC Discount) fare category (see Section 6.3.3).

#### **4.1.6 Remaining Value**

If a card is either not readable or not present (e.g., the card is lost, stolen, damaged, or defective), the remaining value from the cardholder's account as shown in the Application Issuer's database will be credited to the cardholder if the cardholder elects to restore the balance on his/her card (see Section 4.5). If there is a discrepancy between the value on a non-functioning card and the value in the Application Issuer's database, the replacement value will depend on whether the card or the database has the most recent transaction sequence number. Whichever has the most recent transaction sequence number will be the more accurate source for determining the remaining balance.



#### **4.1.7 Adding Cards to the Hotlist**

TransLink® cards can be blocked from use in the system under the following circumstances:

- The card is reported as lost, stolen, or damaged;
- Fraudulent use of the card has been established;
- TSB detects that a patron has used a card distributed via direct mail prior to the patron calling the TSB Customer Service Center to confirm receipt of his/her card, as described in Section 4.3.3; or

TransLink® products can be blocked from use in the system under the following circumstances:

- Funding for the Autoload feature is denied; or
- An employee's tenure terminates with an employer that funds value and/or authorizes eligibility for a particular product on a particular employee's card.

Decisions to block cards and/or products from the TransLink® system will be made, documented, and carried out by TSB's Customer Service Center; operators may assist in the decision to block a TransLink® card. In cases where a patron has not already contacted the TSB Customer Service Center to report his/her card as lost, stolen, or damaged, the TSB Customer Service Center will contact the patron, if possible, to inform the patron about the hotlisting of his/her card.

## **4.2 CARD INVENTORY**

### **4.2.1 Value Loaded on Cards Prior to Distribution**

Reloadable cards may be loaded with value prior to distribution; disposable cards shall be pre-loaded with value in varying denominations.

### **4.2.2 Management of Card Inventory**

The TransLink® card inventory shall be stored in sealed packets.

The inventory and accounting systems used shall support:

- a. Flexible packaging options and control by number ranges (of pre-numbered cards);
- b. Management of sub-classifications of cards, such as cards with particular graphics; and
- c. Tracking of individual packets of cards and individual cards to their inventory locations, whether at TSB, MTC, operators, or at third parties.

### **4.2.3 Order Acceptance and Shipment**

TSB shall accept and manage orders for additional reloadable cards from all card distributors.

TSB shall set up systems and processes to accept orders from distributors:

- a. Over the phone;
- b. Via fax; and
- c. Via mail.

TSB shall accept orders for disposable cards from card distributors, subject to available inventory.

TSB shall ship cards to authorized distributors in a secure manner. Cards shall be shipped to distributors in their sealed packets.

**4.2.3.1 Distributor Responsibility for Lost or Stolen TransLink® Cards**

The distributor will bear the liability and financial loss for the value of any TransLink® cards that are lost or stolen from that distributor's location prior to purchase by the consumer.

Operators will assume the financial liability for TransLink® cards upon receipt from TSB. Operators may choose any method of transport of the TransLink® cards from themselves to sales offices, operator-managed third-party distributor sites, and/or vending machines.

**4.3 MONITORING OF CARD ACTIVITY STATUS**

Once issued, TSB shall categorize cards as “inactive,” “activated,” “active,” or “dormant,” as defined in the following sections. The inventory and card management systems shall have the appropriate interfaces to accommodate all processes associated with monitoring of card activity status.

**4.3.1 Inactive Cards**

A TransLink® card shall be considered inactive after it has been configured as an Adult, Youth, Senior Citizen, or Senior/Disabled (RTC Discount) TransLink® Card (see Section 6.3), but before it contains any value or records any fare payment transactions. TSB will ship inactive cards to distributors.

**4.3.2 Activated Cards**

A TransLink® card shall be considered activated when the card is configured and has value loaded to it either by the TSB Customer Service Center prior to distribution or by the patron after distribution. An activated card is ready for use by a patron, subject to the patron's confirming receipt of the card, if necessary, as described in Section 5.3.3.1.

**4.3.3 Active Cards**

A TransLink® card distributed to a patron through any distribution channel shall be considered active once the card is used for fare payment.

**4.3.4 Dormant Cards**

A TransLink® card shall be considered dormant if:

- The card has not been used for a TransLink® transaction within the last year; or
- Thirty days have passed since the card's expiration date.

**4.3.4.1 Unclaimed Property Laws and Dormant Cards**

This section is under development.

**4.4 CARD REGISTRATION AND PERSONALIZATION**

Cardholders may acquire unregistered or registered cards as described below.

#### 4.4.1 Unregistered Cards

Unregistered cards are those where the Card Issuer does not know the identity of the cardholder. If distributed by the RTC Discount Card Program Central Processor, unregistered cards will be personalized with a cardholder's name and photograph, but the Central Processor may only provide the card serial number to the Card Issuer. The TSB Customer Service Center will not receive the cardholder's information from the Central Processor.

- All unregistered cards distributed by operators or third party distributors will be configured for the Adult fare category, as defined in Section 6.3.1.
- All unregistered cards distributed by the RTC Discount Card Program Central Processor will be configured for the Senior/Disabled (RTC Discount) fare category, as defined in Section 6.3.3.
- All unregistered cards distributed by the RTC Discount Card Program Central Processor will be personalized (see Section 4.4.5).
- Unregistered cards and any confirmed value remaining on unregistered cards cannot be replaced if lost, stolen, or non-functioning, unless the card is determined to be defective by the TSB Customer Service Center or the card is configured for the Senior/Disabled (RTC Discount) fare category (see Section 6.3.3).<sup>1</sup>

#### 4.4.2 Registered Cards

Registered cards are those where the Card Issuer knows the identity of the cardholder. Some registered cards may have distinguishing physical features such as a colored stripe in the case of registered cards used by senior citizens or the cardholder's printed name and/or photograph in the case of personalized cards.

A cardholder must register his/her card to:

- Receive the card via mail from the TSB Customer Service Center;
- Utilize optional features such as Balance Restoration, Autoload, and automatic enabling of audio and/or alternate language functions when using Add Value Machines ("AVMs");
- Receive value through employers, employer benefit programs, and/or institutional programs;
- Receive a refund of any confirmed remaining e-cash value on his/her card;
- 
- Receive a card that is configured for either the Youth fare category or the Senior Citizen fare category; and
- Enable the retrieval of a lost or stolen card that is returned to the TSB Customer Service Center or an operator.

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<sup>1</sup> If a cardholder claims his/her card is defective and submits the card to the Customer Service Center in exchange for a replacement card, the cardholder will need to provide his/her name and mailing address to the Customer Service Center. The personal information associated with the replacement card will be destroyed after distribution of a replacement card.

The process of registering a card and the processes of electing to utilize TransLink®'s optional features; arranging to receive loads through an institutional program; or seeking to qualify for discount fares and/or products may be distinct. This will be the case for patrons with cards configured for the Senior/Disabled (RTC Discount) fare category.

**4.4.2.1 Information Required for Card Registration**

To register a card, a patron must provide his/her name, a mailing address, a telephone number, and a security question and answer. This information may be captured by the TSB Customer Service Center in writing, via telephone, or through the TransLink® website; by a transit operator ticket office equipped with a Ticket Office Terminal ("TOT"); or by an institutional program that furnishes the data to the TSB Customer Service Center.

**4.4.2.2 Additional Information that May Be Captured When Registering a Card**

Additional cardholder account information may include, but is not limited to, the cardholder's fax number, e-mail address, bank account number, credit card account number, and/or birth date.

The specific required additional cardholder information depends on whether a patron registers for optional features; receives value through an employer, employer benefit program, or institutional program; or seeks to qualify for discount fares and/or products.

**4.4.2.3 Changes to Personal Information for Registered Cards**

For all cardholders except those with personalized cards, either the TSB Customer Service Center or transit operator ticket offices will perform all changes to a cardholder's personal information. When changing personal information associated with a registered card, a cardholder must verify his/her identity by confirming the answer to the security question provided at the time of registration.

For cardholders with registered Senior/Disabled (RTC Discount) Cards, the TSB Customer Service Center will perform all changes to the cardholder's personal information. For cardholders with personalized cards other than Senior/Disabled (RTC Discount) Cards, the entity responsible for managing eligibility for the specific type of personalized cards and/or the TSB Customer Service Center will perform all changes to a cardholder's personal information.

**4.4.2.4 Availability of Registered Cards**

**4.4.2.4.1 Availability of Registered Cards Configured for the Adult Fare Category**

A cardholder may acquire a registered card configured for the Adult Fare Category directly from the TSB Customer Service Center, a transit operator ticket office equipped with a TOT, or an institutional program.

**4.4.2.4.2 Availability of Registered Cards Configured for the Senior Citizen Fare Category**

To pay discount fares based on age, a senior citizen may acquire a TransLink® card configured for the Senior Citizen fare category, as defined in Section 6.3.4. A senior citizen may acquire a Senior Citizen card at transit operator ticket offices equipped with TOTs and other locations approved by the TransLink® Consortium. To acquire a Senior Citizen card from a transit operator ticket office, the patron must qualify for the Senior Citizen fare offered by the transit operator vending the individual's card.

**4.4.2.4.3 Availability of Registered Cards Configured for the Youth Fare Category**

A youth may acquire a TransLink® card encoded with his/her birth date at transit operator ticket offices equipped with TOTs, other locations approved by the TransLink® Consortium, or through the TSB Customer Service Center. The TSB Customer Service Center may only fulfill requests for new youth cards if the request is made by:

- a. Approved transit operator personnel; or
- b. An entity authorized by the TransLink® Consortium to receive, review, and approve requests for youth cards (e.g., a school).

As indicated in Section 4.4.4, a youth must present approved identification indicating his/her age in order to acquire a TransLink® card encoded with the bearer's birth date.

**4.4.2.5 Tracking of Registered Youth and Senior Citizen TransLink® Cards**

TSB shall monitor the base of registered cards (including personalized registered cards) to ensure that an individual who obtains a card configured for either the Youth fare category or the Senior Citizen fare category has only a single active registered TransLink® card associated with his/her name and address. Note: this policy does not necessarily establish the TSB Customer Service Center as the entity that monitors the eligibility status of an individual with a TransLink® card that allows the bearer to pay a reduced fare.

When a transaction is received by TSB to encode a card such that the bearer of the card will pay a reduced fare when using a TransLink® card, the TSB Customer Service Center shall, at minimum:

- a. Verify, based on name and address, that the individual requesting the registered card has not previously been issued a registered card that remains active, as described in Section 4.3.3;
- b. Update the card record in the activated or active card databases or create a new record, as required, to capture the following data:
  - i) Name of the cardholder for whom the card is being encoded;
  - ii) Date of birth being encoded on the card, where appropriate;
  - iii) The address of the cardholder for whom the card is being encoded; and
  - iv) The type and serial number of the document presented as proof of eligibility when the card was distributed.

**4.4.3 Converting an Unregistered Card to a Registered Card**

A cardholder may convert an unregistered card to a registered card through the recording of the cardholder's personal information as described in Section 4.4.2.1.

An unregistered card may be converted to a registered card:

- Through the TSB Customer Service Center via mail, fax, telephone, and the TransLink® website;
- Through qualifying employers, employer benefit programs such as Commuter Check and WageWorks, and other institutional programs; and

- At operator locations equipped with TOTs.

#### **4.4.4 Proof of Eligibility for Discount Fares**

When a patron requests a card configured for the Youth or Senior Citizen fare category, transit operator personnel shall require the patron to present a government-issued identification showing date of birth. Specific forms of identification that shall be accepted are the following:

- Driver's license or state identification card issued by any state;
- Federal government-issued "Green Card" (Alien Registration card, Permanent Resident card);
- Matricula Consular card issued by the Mexican government (also referred to as a Consular Identification Card);
- Military Identification card or Military Dependent card; and
- Passport from any nation.

A patron requesting a card configured for the Youth fare category may also present a birth certificate in-person as proof of age. Transit operators may establish additional age verification procedures for determining eligibility for the Youth fare category, subject to the approval of the TransLink® Consortium. These may include card personalization or the limitation of specific products to personalized cards.

Per the requirements of the RTC Discount Card Program, persons with disabilities and senior citizens seeking Senior/Disabled (RTC Discount) TransLink® Cards must demonstrate their eligibility for discounts based on age or disability by submitting a complete RTC Discount Card Application to a participating transit operator, which forwards the applications to the RTC Discount Card Program Central Processor.

Cardholders who obtain a TransLink® card configured for either the Youth fare category or the Senior Citizen fare category must be prepared to show proof of eligibility when using the card if requested by transit operator personnel.

#### **4.4.5 Personalized Cards**

Personalized cards are a type of card where the card has distinguishing physical features specific to the bearer of the card, such as a printed name and/or photograph of the cardholder. A personalized card may be registered or unregistered.

All cards configured for the Senior/Disabled (RTC Discount) fare category will be personalized.

A cardholder may be required to personalize his/her card:

- To participate in certain employer benefit or institutional programs;
- To utilize an operator employee pass; and
- To use a discounted fare product on certain transit operators.

#### **4.4.5.1 Information Required for Card Personalization**

The information that a patron must provide in order to receive a personalized card depends on why the patron is receiving a personalized card. A patron requesting a card configured for the Senior/Disabled (RTC Discount) fare category must provide all information required by the policies of the RTC Discount Card Program. For other personalized cards, a patron may be required to provide his/her name, contact information, security question and answer, proof of eligibility for a discount, a photograph, and/or an employee identification number. A cardholder seeking to qualify for a card that enables payment of discount fare other than discounts available to a patron with a Senior/Disabled (RTC Discount) TransLink® Card must prove the accuracy of his/her personal information according to the policies of the specific discount for which the cardholder is seeking to qualify.

#### **4.4.5.2 Design of Personalized Cards**

Regardless of whether TSB distributes a personalized card, the design of personalized cards will be subject to approval by the TransLink® Consortium and consistent with Section 18 of this document.

#### **4.4.5.3 Management of Personalized Cards Distributed to Institutional Program Participants**

An institutional program may require a patron participating in that program to have a personalized card, subject to the approval of the TransLink® Consortium.

The institutional program may also require the patron to relinquish his/her personalized card at such time that the patron no longer participates in the institutional program, subject to the approval of the TransLink® Consortium. TSB will administer this process by hotlisting the personalized card, requesting that the patron mail the personalized card to the TSB Customer Service Center where TSB will destroy it, and providing a replacement card at no charge with any confirmed remaining balance and/or products from the hotlisted card. TSB will not transfer any products for which the patron no longer qualifies, such as a product available to employees of a specific company.

#### **4.4.5.4 Availability of Personalized Cards**

The availability of personalized cards is limited to qualifying persons.

Personalized cards may be available through distributors that are qualified by the TransLink® Consortium. In some cases, an employer, transit operator, or institution may process requests for personalized cards, though the actual distribution of a personalized card may be through the TSB Customer Service Center.

##### **4.4.5.4.1 Availability of Cards Configured for the Senior/Disabled (RTC Discount) Fare Category**

In accordance with the policies of the RTC Discount Card Program, patrons will submit applications for cards configured for the Senior/Disabled (RTC Discount) fare category through transit operator ticket offices or through the mail for card renewals. The RTC Discount Card Program Central Processor will be responsible for processing applications and verifying the eligibility of applicants for the RTC Discount Card Program. The RTC Discount Card Program Central Processor will distribute the cards directly to patrons.

- As current non-TransLink<sup>®</sup> RTC Discount Cards expire, patrons approved for renewal will receive Senior/Disabled (RTC Discount) TransLink<sup>®</sup> Cards.
- If an eligible patron requests a replacement RTC Discount Card, the patron will receive a Senior/Disabled (RTC Discount) TransLink<sup>®</sup> Card.

#### **4.4.5.5 Senior/Disabled (RTC Discount) TransLink<sup>®</sup> Card Eligibility Tracking**

TSB shall not be responsible for monitoring the eligibility of persons to use cards configured for the Senior/Disabled (RTC Discount) fare category. For Senior/Disabled (RTC Discount) TransLink<sup>®</sup> Cards, TSB shall track card activity status by card serial number, but not the eligibility of the cardholder for the reduced fare. The RTC Discount Card Central Processor will monitor the eligibility status of persons with cards configured for the Senior/Disabled (RTC Discount) fare category.

#### **4.4.5.6 Tracking of Cards with Operator Employee Products**

TSB shall not be responsible for monitoring the eligibility of persons to use cards with operator employee products. The appropriate transit operator will both monitor the eligibility status of persons with cards with operator employee products and either retrieve cards with employee products from ineligible persons or notify the TSB Customer Service Center that a patron's card and/or employee pass should be blocked.

#### **4.4.6 Card Registration and Personalization Matrix**

The following table describes different attributes of unregistered, registered, and personalized cards.

	<b>Unregistered Card</b>	<b>Registered Card</b>	<b>Personalized Card (May be Registered or Unregistered)</b>
<b>Appearance</b>	No distinguishing features	Cards configured for the Senior Citizen fare category will have a special design	Possibly the cardholder's name, photograph, and/or employer name/logo



	<b>Unregistered Card</b>	<b>Registered Card</b>	<b>Personalized Card (May be Registered or Unregistered)</b>
<b>Availability</b>	Transit operator ticket offices and third party distributors (Adult fare category only); a patron may have only one unregistered card configured for the Senior/Disabled (RTC Discount) fare category	A patron may have only one registered card that enables payment of discount fares. Cards configured for the Youth and Senior Citizen fare categories will be available at transit operator ticket offices and other TransLink® Consortium approved locations. Registration may occur after the distribution of the card at limited locations.	Through the TransLink® Customer Service Center, RTC Discount Card Program Central Processor, and, possibly, other qualified distributors
<b>Eligibility-Based Discounts Available<sup>2</sup></b>	None	Senior citizen discount, youth discount, operator employee pass	Senior citizen discount, discount based on disability, operator employee pass, Eco Pass and similar programs
<b>Minimum Cardholder Personal Information Required by the Card Issuer</b>	None	Name, address, and telephone number of cardholder, security question and answer	Dependent on whether the card is registered or unregistered
<b>Optional Features Available</b>	None	Autoload, participation in employer benefit or institutional programs, automatic enabling of audio and/or alternate language functions at AVMs	Dependent on whether the card is registered or unregistered
<b>Balance Restoration Available</b>	Only for cards configured for the Senior/Disabled (RTC Discount) fare category	Yes	Dependent on whether the card is registered or unregistered
<b>Possible Additional Cardholder Personal Information</b>	None	Fax number, e-mail address, birth date, banking/credit card information, employer name, proof of eligibility for a discount program, and possibly a PIN	Proof of eligibility for discount program, photograph, fax number, e-mail address, birth date, banking/credit card information, employer name, and possibly a PIN

<sup>2</sup> The term “discounts” refers to fares that are available to qualifying cardholders based on specific criteria such as age, disability, etc. It does not refer to operator-specific passes or stored ride tickets that may represent a discount when compared to cash fares.

	Unregistered Card	Registered Card	Personalized Card (May be Registered or Unregistered)
<b>Possible Refund Types</b>	Passes and stored rides may be refunded in accordance with operator policies except as noted in Section 8.1.1	The TSB Customer Service Center may refund a card's e-cash balance if a cardholder relinquishes his/her card; TSB may also grant refunds in accordance with Section 8.1.1; passes and stored rides may be refunded in accordance with operator policies	Dependent on whether card is registered or unregistered

## 4.5 BALANCE RESTORATION

A patron who either registers his/her card in accordance with Section 4.4.2.1 or is the bearer of a card configured for the Senior/Disabled (RTC Discount) fare category (see Section 6.3.3) may use the Balance Restoration feature to obtain a replacement of any confirmed remaining value on his/her card if s/he reports his/her card as lost, damaged, or stolen. The confirmed remaining value will be determined as of the next complete data download/upload cycle for the TransLink® System after the loss, theft, or damage was reported. The TSB Customer Service Center will either replace the value from the lost, stolen, or damaged card to a new registered TransLink® card or provide a refund of the value from the lost, stolen, or damaged card, subject to rules in Section 8 of this document. A patron obtaining a replacement of value from a lost, stolen, or damaged card must acquire a new card and pay any fees, as indicated in Section 9.1 of this document. For a cardholder requesting replacement of a lost, stolen, or damaged card configured for the Senior/Disabled (RTC Discount) fare category, the RTC Discount Card Program Central Processor will restore the balance from the lost, stolen, or damaged card to a replacement card. The RTC Discount Card Program Central Processor will not provide a refund of value from a lost, stolen, or damaged card.

### 4.5.1 Requesting a Transfer of Value to a Replacement Card

To request the transfer of value from a lost, damaged, or stolen registered card configured for the Adult, Youth, or Senior Citizen fare categories to a replacement, the cardholder must contact the TSB Customer Service Center to report that his/her card is lost, damaged, or stolen. The TSB Customer Service Center will require that the cardholder verify his/her identity prior to adding the patron's card to the hotlist and transferring the remaining value on the card to a replacement. At the time the cardholder reports his/her card as lost, stolen, or damaged, the cardholder may request a replacement card for distribution via direct mail from the TSB Customer Service Center or the cardholder may indicate that s/he will acquire a card through another distribution channel and then provide the serial number of the replacement card to the TSB Customer Service Center.

A cardholder requesting replacement of a card configured for the Senior/Disabled (RTC Discount) fare category must request a replacement card in accordance with the rules established by the RTC Discount Card Program. A cardholder requesting replacements of a card configured

for the Senior/Disabled (RTC Discount) fare category will receive a replacement card with any remaining value from the lost, stolen, or damaged card.

#### **4.6 CARD REPLACEMENT**

The cardholder holds the card at his/her own risk. If the card malfunctions due to no fault of the cardholder within one year of the card's becoming activated, the cardholder may obtain a replacement card and transfer any confirmed remaining value (e.g., e-cash, transit pass, stored rides, and/or value in the BART High Value Discount E-purse) to the replacement card at no cost to the cardholder.

When a cardholder submits a non-functioning card to the TSB Customer Service Center, TSB shall determine, in good faith, whether the card is damaged or defective. The TransLink<sup>®</sup> Consortium shall audit this process at its discretion.

If a cardholder requests a replacement card from the TSB Customer Service Center, TSB will replace the TransLink<sup>®</sup> card with any confirmed remaining value within five business days of receipt of the request.

##### **4.6.1 Requesting Replacement of a Card Suspected of Being Defective**

To request a replacement for a card suspected of being defective, a cardholder must submit a completed replacement request form and his/her non-functioning TransLink<sup>®</sup> card by mail to the TSB Customer Service Center for processing. Cardholders can obtain a Replacement Request Form from the TSB Customer Service Center by mail or via the TransLink<sup>®</sup> website. When requesting replacement of a non-functioning card, a cardholder must provide the TSB Customer Service Center with a valid mailing address, even if the non-functioning card is unregistered.

Cardholders also have the option of expediting the replacement of a card suspected of being defective by contacting the TSB Customer Service Center by phone and requesting that TSB begin the card replacement process prior to receiving the non-functioning card. In this case, the TSB Customer Service Center will follow procedures associated with the replacement of a damaged card and assess fees, as appropriate. The TSB Customer Service Center will inform the cardholder that the fees will be refunded to the credit/debit card used for payment once TSB receives the card and verifies that it is defective. The cardholder will be responsible for submitting a completed replacement request form with his/her non-functioning TransLink<sup>®</sup> card in order to receive a refund of the fees.

##### **4.6.2 Replacement of Non-Functioning Cards Following Submittal of a Replacement Request Form**

###### **4.6.2.1 Defective Cards**

If the TSB Customer Service Center determines that a card is defective, the TSB Customer Service Center will mail a replacement card at no charge pre-loaded with any confirmed remaining value on the original card to the cardholder's mailing address, as provided on the replacement request form.

If the TSB Customer Service Center receives a card and determines that it is defective after the cardholder has already paid fees for the card replacement and balance restoration, TSB will refund the fees back to the credit/debit card that was used to pay the fees.

#### **4.6.2.2 Other Non-Functioning Cards**

If the TSB Customer Service Center determines that a card does not function for a reason other than a defect in the card's hardware or software, the cardholder will be responsible for the replacement of the card. If the cardholder has a registered card, the cardholder may restore the value on his/her card, in which case the TSB Customer Service Center will transfer any confirmed remaining value on the non-functioning card to a replacement card and assess fees, as applicable.

- If the replacement card is obtained through a distributor other than the TSB Customer Service Center, the cardholder can receive replacement of e-cash value and unused products via a remote add value transaction after contacting the TSB Customer Service Center to provide the serial number of the replacement card. However, the TSB is unable to load partially used products remotely, and the patron will be responsible for registering the replacement card.

### **4.7 BLOCKED CARDS AND PRODUCTS**

#### **4.7.1 Hotlist Downloads and Card Blocking**

TSB shall place the serial numbers of lost or stolen cards (or TransLink<sup>®</sup> Applications) in a hotlist and download the list to all CIDs each night to block further use of hotlisted cards (or TransLink<sup>®</sup> Applications). TSB shall also implement the following on-card security feature for hotlisted cards: if a cardholder attempts to use a hotlisted card for fare payment, a soft lock feature shall be activated on the card blocking the TransLink<sup>®</sup> Application from further use. Once blocked, only authorized TSB personnel with the appropriate security keys shall be capable of unlocking the TransLink<sup>®</sup> Application. Blocked cards or TransLink<sup>®</sup> Applications shall be removed from the hotlist.

#### **4.7.2 Responsibility for Transactions Before Blocking of Card**

Any confirmed remaining value transferred to a replacement card will reflect transactions up to the time the card is blocked.

#### **4.7.3 Chargeback Policy**

When either TSB or a transit operator is notified by their gateway of a retrieval request (the precursor to an actual chargeback of funds), all value on the TransLink<sup>®</sup> card associated with the payment in question will be hotlisted. See Section 17.11 of this document for additional information about chargebacks.

#### **4.7.4 Blocking Cards and/or Value Due to Failed Autoload Transaction**

See section 5.6.3.7 of this document.

#### **4.7.5 Blocking Value Due to Change in Eligibility for Specific Product**

For cardholders who receive operator products on the basis of employment with a particular employer or other similar qualifications where an employer or another entity controls eligibility for a particular product (Eco Pass, etc.), the employer or other entity may request that TSB block the product if the cardholder no longer qualifies for the product.

For cardholders who receive operator products on the basis of fare category eligibility (e.g., an agency's youth pass) but who have been determined to be ineligible according to the specific requirements set by the transit agency, the transit agency may request that TSB block the product.

#### **4.8 FRAUD DETECTION AND CONTROL**

TSB will identify particular cards where it detects unusual card usage activity and/or inappropriate use of the TransLink<sup>®</sup> Application. In the event that this unusual activity or inappropriate use of the TransLink<sup>®</sup> Application is found to be fraudulent, TSB may add a card or cards to the hotlist. The TSB Customer Service Center will notify any affected operator(s), as appropriate, prior to taking action(s) concerning a card or cards. A transit operator may also monitor card usage to identify unusual card usage activity and may request an investigation by TSB to determine whether this unusual activity or inappropriate use of the TransLink<sup>®</sup> Application is fraudulent, in which case TSB may add a card to the hotlist.

The TransLink<sup>®</sup> Consortium may also initiate an investigation of fraudulent use of the TransLink<sup>®</sup> Application.

## **5. DISTRIBUTION**

### **5.1 OVERVIEW**

TransLink<sup>®</sup> distribution services include both the initial card distribution to patrons and the repeated distribution of value including e-cash, stored rides, and period passes.

Policies related to card and value distribution (listed below) will apply to TSB, operators, third party distributors, and institutional programs. Methods for billing and payment may be different for operators, third party distributors, and institutional programs.

### **5.2 KEY DISTRIBUTION POLICIES**

#### **5.2.1 Contractor Responsibilities for Distribution**

The TSB Customer Service Center shall make cards available to and process transactions from all TransLink<sup>®</sup> distributors, which may include the Application Issuer, operators, third parties such as retailers, and employers or other institutions.

#### **5.2.2 Primary Distribution Channels**

A patron may load his/her card with fare value at a range of distribution devices throughout the Region. These include devices capable of adding all types of value to existing cards and attended devices at operators and other locations.

Distribution devices shall be located at operator facilities and at a variety of non-operator locations. The TransLink<sup>®</sup> Consortium seeks to maximize non-operator distribution channels beginning with Autoload and employer benefit programs.

##### **5.2.2.1 Locations for Card and Value Purchases**

At a minimum, TransLink<sup>®</sup> cards and/or value shall be available to consumers through all of the following channels:

- Autoload;
- Operator ticket offices or other sales locations;
- Participating third-party distributors;
- The TSB Customer Service Center;
- The RTC Discount Card Program Central Processor;
- Employers and/or employer benefit programs; and
- Other institutional programs including transit benefit programs managed by government agencies, schools, and colleges/universities.

#### **5.2.3 Right to Determine Access to Distribution Devices**

The TransLink<sup>®</sup> Consortium retains the sole right to decide which cards shall have access to the distribution devices owned by MTC and/or the operators and which services are to be extended to them.

#### **5.2.4 Third Party Locations**

Throughout the Region, TSB shall provide third-party distribution locations at which consumers may purchase TransLink® cards and/or load TransLink® value. The TransLink® Consortium shall develop and approve criteria for the selection of third party distribution locations.

TSB shall be fully responsible for operating and managing all third-party distribution services where it holds a contract with the distributor. Third-party distributors may be TSB-operated facilities or may be contracted through other parties such as retailers, school or college campuses, employers, banks, or government agencies.

#### **5.2.5 Right to Contract for Additional Distribution Services**

The TransLink® Consortium members retain the right to contract for additional distribution services.

#### **5.2.6 Automatic Value Loads (Autoload)**

Autoload services shall permit a subscribing cardholder to automatically load value to a card on a periodic or on an “as needed” basis while it is being used at a CID.

#### **5.2.7 Billing and Settlement**

TSB shall be fully responsible for collecting all funds from all distributors resulting from the distribution of TransLink® cards and/or the loading of value to TransLink® cards. TSB shall be responsible for paying out to operators the full value of all funds due, regardless of the amount of funds actually collected from distributors. TSB shall be liable for the credit risks associated with payment from any party with which it directly contracts. These billing and payment policies apply only to third-party distributors and not transit operators.

##### **5.2.7.1 Collection of Cash from Distributors and Vending Machines**

Distributors, including operators, will be debited for TransLink® e-cash or passes sold on their properties.

#### **5.2.8 TransLink® Sales Commission**

Distributors will be paid a sales commission. The sales commission rate shall be subject to approval by the TransLink® Consortium.

#### **5.2.9 Distributor Support Services**

TSB shall provide administrative, operations and systems support services to all TransLink® distributors, including operators, third parties, and employers.

### **5.3 CARD DISTRIBUTION**

#### **5.3.1 Card Distribution by Operators**

TransLink® cards will be distributed by operators at ticket offices that have been equipped with TOTs and other locations approved by the TransLink® Consortium. They may also be distributed through third party distributors with which operators hold contracts.

#### **5.3.2 Card Distribution at Third Party Distributors**

TransLink® cards shall be available at every third party distributor location managed by TSB.

### **5.3.3 Card Distribution by the TSB Customer Service Center**

The TSB Customer Service Center shall make TransLink<sup>®</sup> cards available to cardholders by mail. The TSB Customer Service Center shall accept orders via mail, phone, fax, and the TransLink<sup>®</sup> website. Accepted forms of payment shall be check, money order, credit cards, and debit cards. A patron who orders a card for distribution through the mail shall have the option of selecting optional features including Autoload at the time s/he requests a card.

#### **5.3.3.1 Card Receipt Confirmation for Cards Distributed by the TSB Customer Service Center**

When a patron acquires a TransLink<sup>®</sup> card directly from the TSB Customer Service Center (including the TransLink<sup>®</sup> website), the TSB Customer Service Center will distribute the card in either an “inactive” or an “activated” state (see Section 4.3 for card activity status definitions). Prior to use of the card, the cardholder must call the TSB Customer Service Center to confirm receipt of the card. For cardholders who elect to receive unregistered cards, the TSB Customer Service Center will periodically delete any personal information associated with specific cards.

##### **5.3.3.1.1 Distribution of Activated Cards (Cards Distributed with E-cash Value and/or Products)**

Following distribution from the TSB Customer Service Center, TSB will monitor a card’s usage. If a patron uses a card prior to confirming receipt of the card, TSB will hotlist the card and contact the cardholder. TSB will take no action if the cardholder confirms receipt of the card at any time in the same TransLink<sup>®</sup> business day as s/he first uses the card.

### **5.3.4 Card Distribution by Institutional Programs**

Institutional Programs including employer programs may distribute cards directly to program participants. Alternatively, Institutional Programs may establish a relationship with the TSB Customer Service Center whereby the TSB Customer Service Center provides card fulfillment services for Institutional Program participants.

### **5.3.5 Card Acquisition Fee**

Distributors will charge patrons a fee in order to acquire a card as defined in Section 9.1 of this document. The TransLink<sup>®</sup> Consortium may waive this fee under certain conditions as indicated in Section 9.3 of this document.

### **5.3.6 Procedures and Guidelines for Card Distributors**

TSB shall provide TransLink<sup>®</sup> card distributors with procedures for selling TransLink<sup>®</sup> cards. The procedures shall include guidelines on TransLink<sup>®</sup> card inventory security, billing, funds collection and handling.

### **5.3.7 Initial Card Value**

Customers ordering cards from the TSB Customer Service Center will have the option to have an initial value of their choosing loaded on the card. Cards available from other distributors may be pre-loaded with value.

## **5.4 VALUE DISTRIBUTION**

### **5.4.1 Loading E-cash**

A cardholder may add e-cash to his/her TransLink<sup>®</sup> card at any time up to the maximum allowable balance. E-cash value does not expire.



At AVMs, the minimum value of an e-cash load paid for by credit or debit card is \$20.00; at other distribution devices, the minimum may be lower depending on the policies of the distributor, but operators using the TransLink<sup>®</sup> service provider to process credit and debit transactions will use the \$20.00 minimum. The maximum credit or debit load is \$300.00.

**5.4.1.1 Maximum and Minimum E-cash Balance**

The maximum allowable e-cash balance on any card is \$300.00.

The minimum e-cash balance on a card is a negative value. The negative e-cash value can be as much as the card purchase/replacement fee defined in Section 9.1 of this document.

**5.4.2 Loading Passes**

A cardholder may load a time-based pass to his/her TransLink<sup>®</sup> card. A monthly pass valid for a specific month may be loaded as of the 16<sup>th</sup> day in the month prior to which it will be valid. A current monthly pass will not be loaded on the TransLink<sup>®</sup> card after the 15<sup>th</sup> day of each month. Rolling passes (i.e., 31-day passes) are available on any date during a month.

**5.4.3 Loading Stored Rides**

A cardholder may load stored rides to his/her TransLink<sup>®</sup> card. A stored ride may expire in accordance with policies established by the operator on which the stored ride is valid.

**5.4.4 Value Distribution by Operators**

Cardholders will load passes, rides, and/or e-cash at existing pass sales offices equipped with TOTs, at AVMs located in transit stations/terminals, and at operator-procured and owned ticket vending machines enabled to load TransLink<sup>®</sup> value. Products for at least three geographically adjacent operators will be available at TOTs and AVMs.

**5.4.4.1 Distribution of Cards to Operator Employees**

The participating operators will be responsible for making cards available to their employees, the dependents of their employees, retirees, board members, consultants, and others, as determined by individual operator policies. If necessary, the participating operators will assist the TSB Customer Service Center in monitoring the distribution of Operator Employee passes by providing the TSB Customer Service Center with both the name of each individual to whom a card with an Operator Employee pass is distributed and the card serial number of the respective card.

**5.4.5 Value Distribution by Third-Party Distributors**

Third-party locations shall enable cardholders to load passes, stored rides, and/or e-cash.

**5.4.6 Value Distribution Through the TSB Customer Service Center – Remote Add Value Transaction**

The TSB Customer Service Center shall permit a cardholder to automatically load e-cash, passes, and stored rides to a card on an ad-hoc basis. A cardholder may remotely activate this add value service via phone or the TransLink<sup>®</sup> website. The system may require that a cardholder identify an operator at which the remote add value will occur. The TSB Customer Service Center will charge a customer at the time the cardholder requests that value be loaded to a card.

**5.4.6.1 Minimum E-cash Value for Remote Add Value**

The minimum amount of e-cash that can be loaded via a remote add value transaction is \$20.00.

**5.4.6.2 Maximum E-cash Value for Remote Add Value**

The maximum amount of e-cash that can be loaded via a remote add value transaction is \$290.00. If a remote add value transaction would bring the e-cash balance over \$300.00, the transaction will not take place.

**5.4.6.3 Restriction of One Remote Add Value Transaction Per Day**

One remote add value transaction per card per day is allowed.

**5.5 THIRD PARTY DISTRIBUTION**

**5.5.1 Third Party Distributor Agreements**

TransLink<sup>®</sup> cards and value may be distributed by third party distributors under a Distributor Agreement with TSB or an operator.

At an operator's option and in conjunction with the TransLink<sup>®</sup> Consortium, an operator may retain its current third-party distributor relationships and may extend its agreements through an addendum to permit the distribution of TransLink<sup>®</sup> cards and value.

**5.5.2 Third Party Services**

**5.5.2.1 Selection and Quantity of Third Party Distributor Sites**

TSB shall be responsible for the selection of third party distributor sites with which it contracts, in accordance with the TransLink<sup>®</sup> Contract. The TransLink<sup>®</sup> Consortium shall develop and approve criteria for the selection of third party distribution locations.

**5.5.2.2 Business Terms for Third Party Distributors**

Where TSB has the contractual relationship with a third party distributor for the vending of TransLink<sup>®</sup> cards and/or the provision of value load services, TSB shall retain all rights to define the business terms under which the third party distributor shall perform these services, except that no pricing or operational processes shall be instituted that directly affect either cardholders or potential cardholders of TransLink<sup>®</sup> cards without the explicit approval of the TransLink<sup>®</sup> Consortium.

**5.6 AUTOLOAD**

The TransLink<sup>®</sup> System shall allow automatic loading of all TransLink<sup>®</sup> value – e-cash, passes, stored rides, and value for the BART High Value Discount E-purse – onto all TransLink<sup>®</sup> cards. Autoload of e-cash shall be available at any operator participating in TransLink<sup>®</sup>. Autoload of operator specific value, i.e., stored rides, passes and value loaded to the BART High Value Discount E-purse, may be restricted to devices at the specific operator.

The CID shall recognize an Autoload-enabled card when it is presented for fare payment and shall load the card with pre-designated value in accordance with the service parameters.

**5.6.1 Management of Autoload**

The TSB Customer Service Center shall have the sole ability to activate and deactivate Autoload for a specific card.

#### **5.6.1.1 Autoload Transactions Processing**

All Autoload transactions will first be processed at the Automated Clearinghouse (“ACH”) and then transmitted to a designated bank for further processing on a daily basis.

#### **5.6.2 Autoload Registration**

To register for Autoload, a cardholder must submit a completed Autoload Application Form to the TSB® Customer Service Center or a participating transit operator ticket office. The TSB Customer Service Center will accept applications submitted by mail, fax, and via the TransLink® website. At the time of registration, the cardholder must specify:

- The type of Autoload service s/he desires; i.e., the specific pass to be loaded, the number of stored rides to be loaded, the amount of value to be loaded to the BART High Value Discount E-purse, and/or the amount of e-cash to be loaded; and
- The funding account that will be used to pay for the value being loaded onto the card.

The system shall support processing of funding for the Autoload either from individual consumer accounts or through institutional programs.

##### **5.6.2.1 Processing of Autoload Application**

By submitting the Autoload Application to subscribe to the Autoload feature, a cardholder agrees to obey the policies as stated in the TransLink® License Agreement. Autoload applications shall be approved or denied by the TSB Customer Service Center within ten (10) days of receipt of the completed application.

Transit operators shall send Autoload applications submitted by cardholders to the TSB Customer Service Center within one business day.

##### **5.6.2.2 Linking Multiple TransLink® Cards to a Single Bank/Credit Card Account**

Autoload subscribers may use the same funding source for multiple cards.

#### **5.6.3 Autoload Operating Policies**

##### **5.6.3.1 Value Thresholds for Autoload**

When a cardholder subscribes to the Autoload Program, the TSB automatically reloads value to the specified card whenever one of the following occurs: (1) the cardholder’s e-cash balance falls below \$10.00; (2) the cardholder’s transit pass expires (e.g., the first of every month); (3) the number of stored rides remaining on the card falls below three; or (4) the balance of the BART High Value Discount E-purse falls below \$10.00.

##### **5.6.3.2 Minimum E-cash Value for Autoload**

The minimum amount of e-cash that can be loaded via Autoload is \$20.00.

##### **5.6.3.3 Maximum E-cash Value for Autoload**

The maximum amount of e-cash that can be loaded via Autoload is \$290.00. If an Autoload transaction would bring the e-cash balance over \$300.00, the transaction will not take place.

**5.6.3.4 Autoload Information Display at Card Interface Devices**

Whenever an Autoload transaction takes place, the CID will provide a cardholder with a visual and/or audible indication that a successful Autoload transaction has taken place.

**5.6.3.5 Electronic Funds Transfer Agreement**

An Electronic Funds Transfer Agreement (“EFT Agreement”) between the consumer who owns the funding account and the Contractor shall govern funding from individual consumer accounts. This EFT Agreement shall allow the Contractor to access the consumer’s designated funding accounts as required by the specific Autoload option selected by the cardholder. This Agreement shall comply with all applicable consumer protection banking regulations and with the operating rules of the credit and charge card schemes through which funding is effected. The Contractor shall be responsible for administering these EFT Agreements. Individual funding accounts supported shall include, at minimum, credit card accounts associated with Visa, MasterCard and Discover branded credit cards, and depository accounts at financial institutions.

**5.6.3.6 Autoload of Discounted Products**

If a cardholder has registered to receive a youth pass via Autoload and the cardholder is approaching his/her birthday on which s/he will no longer be eligible to receive a youth pass for a particular operator, the TSB Customer Service Center will send a letter to the cardholder informing the cardholder that s/he will no longer be eligible to receive a youth pass for a particular operator via Autoload and that s/he must submit a revised Optional Features Application in order to continue receiving a pass via Autoload. On the patron’s birthday, TSB will disable the Autoload feature for any operator-specific products for which the patron no longer qualifies.

**5.6.3.7 Decline of Autoload Funding Source**

If a cardholder’s Autoload funding source is declined, the TSB Customer Service Center will contact the cardholder by telephone, e-mail, and mail within 24 hours. The cardholder will have 48 hours to provide a different funding source. One business day will be required to process the new funding source. The card will not be added to the hotlist, but no additional value will be added via Autoload until a new funding source is established. Should a new funding source not be established within 48 hours, the purse or product associated with the failed Autoload will be blocked from the system via the hotlist. The TSB will charge a fee as indicated in Section 9.1 beginning on the second occasion that a funding source associated with a patron’s card is declined and on every subsequent occasion.

**5.6.3.8 Modifications to Autoload Preferences**

A cardholder must submit a revised Optional Features Application Form to the TSB Customer Service Center to modify his/her preferences for Autoload. As indicated in Section 5.6.2, the cardholder may submit the request either by mailing or faxing the form or by visiting the TransLink® website. The processing time for changes to an individual’s Autoload preferences will vary depending on the nature of the change and may be up to 10 calendar days.

**5.6.3.8.1 Changing Funding Source**

A cardholder wishing to designate a new funding source can do so by completing a new TransLink® Optional Features Application and submitting the form to the TSB Customer Service Center as described in Section 5.6.3.8. The TSB Customer Service Center will generate a letter

and send it to the cardholder to verify that the process has been completed. A cardholder may change his/her funding source up to three times per calendar year at no cost.

**5.6.3.9 Autoload Service Discontinuance**

**5.6.3.9.1 Voluntary Discontinuance**

A cardholder may discontinue Autoload service permanently or temporarily by not utilizing the card. If the card is not used, there will be no Autoload and the designated funding account will not be billed.

**5.6.3.9.2 Voluntary Suspension**

A cardholder may temporarily suspend Autoload by calling, mailing or faxing a written request to the TSB Customer Service Center, or by submitting a request via the TransLink<sup>®</sup> website. There is no fee for this service. The maximum allowable time for suspension of Autoload is 100 days.

**5.6.3.9.3 Cancellation**

A cardholder can cancel the Autoload by calling, mailing or faxing a written Autoload Cancellation Form to the TSB Customer Service Center, or by submitting a request via the TransLink<sup>®</sup> website.

**5.6.3.9.4 Involuntary Discontinuance**

In the event of cardholder abuse of Autoload such that there is a history of difficulty in the collection of funds, TSB shall discontinue Autoload service for that cardholder in accordance with guidelines to be established by the TransLink<sup>®</sup> Consortium.

**5.6.3.10 Autoload Transaction Recovery**

In case of data transmission failure, any Autoload transactions that have failed to reach the ACH shall be recovered by deriving the lost transaction from subsequent TransLink<sup>®</sup> transaction records.

**5.7 INSTITUTIONAL PROGRAMS**

An institution such as a government agency, school/university, or employer may support funding of value for one or more cardholders/cards by establishing institutional program accounts. Depending on the specific institution, the TSB Customer Service Center's institutional program support responsibilities may include initial registration of cardholders, card fulfillment, cardholder status change support, accounting, provision of statements, funds collection, and reporting, as appropriate to the institutional program. In addition, TSB shall provide telephone support ("help desk") services for institutional programs. In most cases, TSB will distribute value to patrons participating in institutional programs via Autoload or remote add value.

**5.7.1.1 Establishment of Institutional Program Accounts**

TSB and the TransLink<sup>®</sup> Consortium shall develop a standard Institutional Program Agreement that shall govern the establishment of institutional program accounts and the funding from these accounts. TSB shall be responsible for administering these Agreements.

**5.7.1.1.1 Credit Services for Autoload for Institutional Programs**

If desired by either the TransLink<sup>®</sup> Consortium or TSB, the system shall have the flexibility to provide "credit services" to institutional programs. In this mode, TSB shall delay the funds

collection function until a specified longer time (e.g., one month), and any resulting hotlisting process required because of non-collection of funds will not be triggered until beyond that time. The credit exposure in this instance will be borne by the party that has the business relationship with the institutional program permitting such delayed billing.

## **5.7.2 Employer Programs**

Employer programs are a specific type of institutional program where employers will provide either a transit subsidy or other transit benefit to individual employees via Autoload or remote add value. As indicated in Section 4.4.2 of this document, a cardholder must have a registered card in order to receive value through an employer program.

### **5.7.2.1 Types of Employer Programs**

At a minimum, TSB will support two types of employer programs.

- a. Eco Pass – Typically negotiated between employers and transit operators, employers purchase an annual, semi-annual, semester-long, etc. pass good on a specific operator for all employees at one cost. The operator offering such a pass sets the cost of the pass.

Either TSB will bill the employer for the cost of an Eco Pass for each employee and settle all funds directly to the operator on which the Eco Pass will be valid or the operator will bill the employer directly, in which case TSB does not need to settle funds related to the purchase of the pass. If a cardholder no longer qualifies to use an Eco Pass, the entity responsible for managing eligibility for the Eco Pass – either the participating employer or the transit operator – may request that TSB block the product by adding it to the hotlist.

- b. Flexible Benefit – Employers provide a transit benefit of a fixed dollar amount to their employees each month. Employees will have the option of specifying what type of product they want loaded on their card (passes, stored rides, e-cash, value for the BART High Value Discount E-purse).

Employers shall be pre-billed for only those scheduled loads that will occur during the billing period.

The employee may register to cover an additional amount from his/her own funding account. Alternatively, the employer may offer to withhold additional funds from the employee's paycheck and be billed for the entire amount.

### **5.7.2.2 Establishment of Employer Program Accounts**

An employer or a provider of employer benefit services will establish an account with TSB that specifies the number of employees participating and the type and amount of the benefit to be provided to each employee. TSB shall either distribute initialized adult reloadable cards to employers/employer benefit services providers who will distribute them to individual cardholders or distribute cards directly to participating individual cardholders. A patron qualifying for a youth, senior citizen, or Senior/Disabled (RTC Discount) Card must acquire his/her card from a transit operator ticket office or the RTC Discount Card Program Central Processor and then link the card to the employer program for which s/he is eligible.

**5.7.2.3 Management of Employer Program Accounts**

TSB shall manage ongoing changes to employer programs including:

- a. Addition or deletion of cardholders to the program;
- b. Changes to a cardholder's fare payment option;
- c. Changes to an employer's billing cycle;
- d. Changes in the amount of an employer's subsidy; and
- e. Hotlisting of designated cards to prevent further use of the TransLink<sup>®</sup> Application in the case of a change in a cardholder's employment or subsidy status.

TSB shall provide employers with procedures to manage their individual programs including:

- a. Linking card serial numbers to specific employees;
- b. Communicating program changes to the TransLink<sup>®</sup> Central System ("TCS") on a regular basis; and
- c. Generating reports from the TransLink<sup>®</sup> Central System database on the utilization of the program by their employees.

TSB shall maintain the confidentiality and privacy of the personal information associated with individual cards unless waived by a cardholder or under order of a court with jurisdiction over MTC.

TSB shall be fully responsible for collecting all funds from participating employers/employer benefit programs from the distribution of TransLink<sup>®</sup> cards or from loading value onto TransLink<sup>®</sup> cards. TSB shall be responsible for paying out to appropriate operators the full value of funds due, regardless of the amount of funds actually collected from employers.

## **6. FARE CATEGORIES AND TYPES**

### **6.1 GENERAL FARE POLICY**

Transit fare policy shall remain the exclusive right of the operators and their respective policy boards. Operators set their own fares, acting singly for services within that operator's property and in conjunction with contiguous operators for inter-operator fares.

#### **6.1.1 Operators Right to Change Fares**

All fares, including promotional or discount fares of any kind available to a specific category of persons or at specific times or in zone areas, are subject to change, review, and withdrawal by the relevant operator at any time, and subject to such terms and conditions as the relevant operator may deem fit.

#### **6.1.2 Discount Fares**

Federal law requires all operators to offer discount fares to elderly persons and persons with disabilities. Youth fares may be offered at operator option and must be offered if they are currently available on other fare media. Operators may also choose to offer discounts for their employees.

##### **6.1.2.1 Application of Fare Discount When Fare Is Paid Using E-cash**

When using TransLink® e-cash, discounts will be applied at point-of-use not at point of purchase. (Note that this rule does not apply to value loaded to the BART High Value Discount E-purse.) Each operator will set its fare levels for the various discount fare categories. These fares will be deducted from the TransLink® card by the operator's TransLink® fare collection equipment.

### **6.2 FARE TYPES**

A cardholder may add or reload four kinds of value to his/her card:

- a. E-cash – The electronic equivalent of cash. All operators accept e-cash. When using e-cash, all applicable discounts (e.g., senior/disabled, youth, transfer) are automatically applied based on the fare category (see Section 6.3) for which a card is configured;
- b. Transit pass – The electronic equivalent of an existing period pass. A transit pass is only valid for use on a specific transit system(s);
- c. Stored rides – The electronic equivalent of discount ticket books (or tokens); and
- d. BART High Value Discount E-purse – The electronic equivalent of BART high value tickets. BART is the only operator that will accept value from the BART High Value Discount E-purse.

### **6.3 FARE CATEGORIES**

At minimum, the TransLink® system shall support the following four fare categories:

- a. Adult;
- b. Youth;
- c. Senior/Disabled (RTC Discount); and
- d. Senior Citizen.



The TransLink<sup>®</sup> system shall be able to support up to four additional fare categories and interface to new distribution channels in the future as the TransLink<sup>®</sup> Consortium introduces new programs and policies.

### **6.3.1 Adult Fare Category**

The Adult fare category is the default TransLink<sup>®</sup> card designation for use by any patron for regular fare payment.

### **6.3.2 Youth Fare Category**

A youth seeking to pay discount fares must acquire a card configured for the Youth fare category. Since eligibility for Youth fares varies by operator and is established on the basis of the patron's age at the time of payment, a card configured for the Youth fare category shall have the cardholder's date of birth encoded on the card. Appropriate discounts will be applied by each operator's equipment at the point of use.

#### **6.3.2.1 Expiration of Youth Discount**

Youth discounts will no longer be granted when a card is used at a particular operator when the cardholder's age (as calculated from the date of birth encoded on the card) exceeds the allowable age for Youth discounts as established by the particular operator.

### **6.3.3 Senior/Disabled (RTC Discount) Fare Category**

A person with a disability wishing to pay a discount fare or purchase discount passes or stored rides using a TransLink<sup>®</sup> card must apply for and receive a card configured for the Senior/Disabled (RTC Discount) fare category, per the rules established by the operators participating in the RTC Discount Card Program. The RTC Discount Card Program Central Processor will serve as the distributor of all personalized cards configured for the Senior/Disabled (RTC Discount) fare category.

Qualifying senior citizens may also acquire a card configured for the Senior/Disabled (RTC Discount) fare category. A transit operator may, at its discretion, limit the availability of certain senior citizen fares and/or fare products to senior citizens with personalized cards for the Senior/Disabled (RTC Discount) fare category.

#### **6.3.3.1 Expiration of Senior/Disabled (RTC Discount) TransLink<sup>®</sup> Cards**

Eligibility for the Senior/Disabled (RTC Discount) TransLink<sup>®</sup> Card must be renewed at least every three years. A patron's Senior/Disabled (RTC Discount) TransLink<sup>®</sup> Card shall be encoded with an expiration date in accordance with the policies of the RTC Discount Card Program so that the bearer may only use the card until 11:59 p.m. on that date, unless the date is extended per the instructions of the RTC Discount Card Program Central Processor. As indicated in Section 4.1.3, a patron may transfer the value from an expired card to a valid replacement card.

### **6.3.4 Senior Citizen Fare Category**

A senior citizen seeking to pay discount fares may acquire a card configured for the Senior Citizen fare category. Cards configured for the Senior Citizen fare category will have a design that distinguishes the Senior Citizen cards from other cards.

As indicated in Section 6.3.3, a transit operator may, at its discretion, limit the availability of certain senior citizen fares and/or fare products to senior citizens with personalized cards for the Senior/Disabled (RTC Discount) fare category.

#### **6.4 OPERATOR EMPLOYEE PASSES**

An Operator Employee pass may be loaded on to an Adult, Youth, Senior Citizen, or Senior/Disabled (RTC Discount) Card for use by an employee of a transit operator, his/her dependents, a retiree, a board member, a consultant, and others, as determined by individual operator policies. Operators loading an Operator Employee pass to a card may require that the card be personalized with a photograph, the logo of the operator with which the cardholder is associated, and/or the cardholder's name. When a cardholder presents a card with an Operator Employee pass anywhere other than at the operator where the Operator Employee pass is valid, the card shall be treated as an Adult, Youth, Senior Citizen or Senior/Disabled (RTC Discount) card, as applicable to the cardholder.

## **7. CUSTOMER SERVICES**

### **7.1 OVERVIEW**

The TransLink® Contractor shall operate the TransLink® Customer Service Center to respond to TransLink® cardholder calls and inquiries. Customer service representatives (“CSRs”) shall assist cardholders with:

- a. Answers to questions regarding the TransLink® service;
- b. Cardholder education;
- c. Remote add value transactions;
- d. Resolution of TransLink®-related problems, such as apparent card malfunctions;
- e. Card replacement and value refund requests, and verbal reports on the status of such requests;
- f. Information on the unused value remaining on a TransLink® card (unused value information will be as of the last data upload for remote inquiries);
- g. Card registration;
- h. Registering for optional features like Autoload;
- i. Submitting feedback;
- j. Reporting lost and stolen cards;
- k. Obtaining a status of a card replacement and/or refund request; and
- l. Forwarding callers with questions about transit services to 511 or an appropriate transit operator.

TSB shall maintain detailed statistics of support service efficiency and operation.

### **7.2 COORDINATION BETWEEN TSB CUSTOMER SERVICE CENTER AND TRANSIT OPERATOR CUSTOMER SERVICE CENTERS**

#### **7.2.1 Forwarding Calls from the TSB Customer Service Center to Transit Operators**

Calls concerning non-TransLink® related questions and problems shall be forwarded to 511 or the appropriate operator’s existing customer service phone number. For example, calls received pertaining to the service schedule of a specific operator or a particular operator’s fare policy shall be forwarded to that operator where their existing system will handle the call.

#### **7.2.2 Forwarding Calls from Operators to the TSB Customer Service Center**

Operators will refer TransLink®-related calls received by them to the TSB Customer Service Center.

#### **7.2.3 Sharing of Information Received Through TransLink® and Transit Operator Websites and Through E-Mail**

Where appropriate, the TSB Customer Service Center shall forward transit operator-related inquiries received through the TransLink® website and/or via e-mail to the appropriate transit operator(s). Where appropriate, transit operator customer service centers shall forward TransLink®-related inquiries received via transit operator websites and/or e-mail to the TSB Customer Service Center.

### **7.3 COORDINATION BETWEEN THE TSB CUSTOMER SERVICE CENTER AND THE RTC DISCOUNT CARD PROGRAM CENTRAL PROCESSOR**

#### **7.3.1 Forwarding Calls from the TSB Customer Service Center to the RTC Discount Card Program Central Processor**

Where appropriate, calls concerning the status of a person's RTC Discount Card Application and/or the policies of the RTC Discount Card Program shall be forwarded to the RTC Discount Card Program Central Processor.

#### **7.3.2 Forwarding Call from the RTC Discount Card Program Central Processor to the TSB Customer Service Center**

The RTC Discount Card Program Central Processor will refer TransLink<sup>®</sup>-related calls to the TSB Customer Service Center.

### **7.4 CARDHOLDER INQUIRIES**

All inquiries related to the TransLink<sup>®</sup> card will be handled by the TSB Customer Service Center.

#### **7.4.1 Cardholder Phone Support**

Phone support shall be provided by a combination of "live" personnel (customer service representatives) and interactive voice response ("IVR"), in accordance with the TransLink<sup>®</sup> Contract.

#### **7.4.2 Remaining Value**

The system will provide a cardholder with the value remaining on his/her TransLink<sup>®</sup> card at the time of service via visual display and in one or more of the following ways:

- Via a telephone call to the TSB Customer Service Center;
- At operator equipment such as AVMs, TOTs, and Handheld Card Readers ("HCRs"); and
- At third-party distributor locations.

The system may also provide a cardholder with balance information in the following ways:

- Via the TransLink<sup>®</sup> website;
- Using portable smart card readers; and
- Using other smart card reading devices such as PC keyboards and floppy disk drive adaptors.

#### **7.4.3 Return of Lost/Stolen Cards**

If found and returned to the Customer Service Center or an operator, a lost or stolen registered card will be mailed to the cardholder unless the TSB Customer Service Center has already blocked the card and transferred the confirmed remaining balance to a replacement card.

## **8. REFUNDS**

### **8.1 GENERAL REFUND POLICY**

A patron with a functioning unregistered card is not entitled to a refund of his/her confirmed remaining e-cash balance under any circumstances. A patron with a registered card may request a refund of e-cash under the condition that s/he also relinquishes his/her card to the TSB Customer Service Center.

The value of operator products may be refunded at the discretion of the operator(s) on which the product is valid without regard to whether the cardholder has an unregistered or registered card and without regard to whether the cardholder relinquishes his/her card. If a patron requests a refund of a product, TSB will block the product so that it is no longer valid.

TSB's Customer Services Manager may grant or deny a refund of e-cash and/or an operator product at his/her discretion after consultation with designated personnel from the affected transit operator, where applicable.

#### **8.1.1 Exceptions to the General Refund Policy**

The following are the exceptions to the general refund policy described above in Section 8.1. For each type of exception, the TSB Customer Service Manager will consider the situations on a case-by-case basis and consult with designated personnel from the affected transit operator and/or distributor.

- a. A patron may receive a refund of e-cash via remote add value if the system overcharges the patron. For example, if a patron must tag his/her card when exiting a vehicle/station to receive an e-cash credit, and the system overcharges a patron because the CID is not available when the cardholder exits the vehicle/station.
- b. A patron may receive a refund of e-cash via remote add value if an incorrect amount or type of value is loaded to a patron's card and the patron is incorrectly charged as a result. For example, if a distributor loads the wrong product to a patron's card and the patron is forced to use e-cash, the patron may receive a refund of the amount of e-cash spent.

In the cases outlined above, a patron may receive a refund of e-cash value via remote add value regardless of whether the patron has a registered or unregistered card. The patron does not need to relinquish his/her card to receive a refund via remote add value.

#### **8.1.2 Refund Fee**

The TSB Customer Service Center may charge cardholders an administrative fee to process refunds in accordance with Section 9.1 of this document. This fee does not apply to e-cash refunds provided via remote add value, as described in Section 8.1.1.

#### **8.1.3 Determining the Remaining Value on a Card**

The Issuer's master record of the TransLink<sup>®</sup> Fare Payment System shall be conclusive evidence of the amount of remaining value on any card.

## **8.2 REFUND PROCESS**

### **8.2.1 Responsibility for Processing Refunds**

Only the TSB Customer Service Center will have authorization to process a refund. In any case where a refund will affect the funds due to a transit operator, the TSB Customer Service Manager will request authorization to provide a refund from designated personnel from the affected transit operator. The TSB Customer Service Manager will not need to request authorization to provide a refund of e-cash, subject to the limitations in Sections 8.1 and 8.1.1 of this document.

#### **8.2.1.1 Identification of Designated Operator Personnel Authorized to Approve Refunds**

Each participating transit operator shall identify at least two representatives authorized to provide approval for the granting of refunds by the TSB Customer Service Manager that affect the amount due to a respective transit operator.

### **8.2.2 Refund Processing Capabilities**

TSB shall provide the following capabilities to support refund processing:

- a. A database maintained by TSB shall retain refund history data by the serial number of registered cards and the cardholder's name and address for fraud control purposes; and
- b. A process for the creation of low valued checks shall be provided. Checks valued above a limit to be determined by the TransLink<sup>®</sup> Consortium shall be handled as exceptions.

### **8.2.3 Submittal of Refund Request**

A patron requesting a refund of an operator product must submit a completed Refund Request Form to the TSB Customer Service Center by mail or fax. A patron requesting a refund of the confirmed remaining e-cash balance on a card must submit a completed Refund Request Form and his/her TransLink<sup>®</sup> card to the TSB Customer Service Center by mail. At minimum, the TSB Customer Service Center shall make refund request forms available by mail, fax, and e-mail from the TSB Customer Service Center; through the TransLink<sup>®</sup> website; and through operator ticket offices. The Refund Request Form will require that patrons indicate whether the patron loaded any remaining value for which s/he is requesting a refund using a pre-tax transit benefit such as the benefits provided by Commuter Check, WageWorks, and the RTC Clearinghouse.

### **8.2.4 Processing of an E-Cash Refund**

The TSB Customer Service Center will only provide a refund to the person to whom the card is registered.

#### **8.2.4.1 Request for Refund of Products Offered to Participants in Operator-Managed Group/Employer Benefit Programs (Eco Pass, U.C. Berkeley Class Pass, etc.)**

A patron may not request a refund of a product offered to participants in operator-managed group/employer benefit programs such as Eco Pass or the U.C. Berkeley Class Pass. TSB may block these products on a patron's card at the request of the cardholder or the operator for which the product is valid, but the patron is entitled to no refund after TSB blocks the product.

**8.2.4.2 Processing of Request for Operator Product Refund**

Request for refunds of operator products will be processed by the TSB Customer Service Center in accordance with policies set by the individual operators and in consultation with designated personnel from the affected transit operator.

**8.2.5 Refund Processing for Expired Cards**

The TSB Customer Service Center may provide refunds of confirmed remaining value on expired cards, subject to escheatment laws. To request a refund of any type of confirmed remaining value on an expired card, a patron must send his/her card to the TSB Customer Service Center with a completed Refund Request Form.

**8.2.6 Refund of Value Loaded as Pre-Tax Employee Benefit**

As indicated in Section 8.2.3, the Refund Request Form will require that a patron indicate whether s/he has loaded any remaining value for which s/he is requesting a refund using a pre-tax benefit. The TSB Customer Service Center will calculate the amount due to the patron by subtracting any amount identified by the patron as remaining value loaded using a pre-tax benefit. If the patron has loaded the entire value on the card including e-cash and products using a pre-tax benefit, the TSB Customer Service Center will not refund the value of any e-cash or products.

**8.2.7 Method of Providing Refunds**

Subject to the restrictions described in Section 8.2.6, the TSB Customer Service Center will provide refunds by the method of payment used to load the value being refunded, where possible. Refunds of value loaded using cash will be provided by check. For example, if a patron with a registered card loads \$50 in e-cash using a credit card and then requests a refund, the confirmed remaining e-cash value on his/her card will be refunded to the credit card used to purchase the value. If a patron loads value with cash and then requests a refund, the refund will be provided by check. If a patron requests a refund of value loaded using multiple methods of payment, the refund will be provided by check.

**8.2.8 Processing Time for Refund Request**

The TSB Customer Service Center will process refund requests within seven business days of receiving the request.

## 9. CARDHOLDER FEES

### 9.1 SCHEDULE OF CARDHOLDER FEES

The following nonrefundable fees may be charged to TransLink® cardholders.

Description	Fee
Card Acquisition for Adult Cards	\$5
Card Acquisition for Senior Citizen Card	\$5
Card Acquisition for Youth Card	\$5
Card Acquisition for Senior/Disabled TransLink® (RTC Discount) Card	\$3*
Card Replacement (Adult, Senior Citizen, and Youth Cards)	\$5
Card Replacement (Senior/Disabled (RTC Discount) Card)	\$5*
Renewal of Senior/Disabled (RTC Discount) Card	\$3*
Balance Restoration	\$5**
Autoload Registration	\$0
Failed Autoload Authorization	\$5***
Administrative Fee for Refund Processing	\$5

\*This fee is determined by the agencies participating in the RTC Discount Card Program.

\*\*The TSB Customer Service Center will not assess this fee for a cardholder who has registered for Autoload prior to requesting Balance Restoration. Transit operators will not assess this fee for a cardholder requesting replacement of a card configured for the Senior/Disabled (RTC Discount) fare category.

\*\*\*The TSB Customer Service Center will assess this fee on the second occasion that an Autoload funding source associated with a patron's card is declined and on every occasion thereafter.

#### 9.1.1 Balance Restoration Fee

Each time a patron reports a card as lost, stolen, or damaged and requests the transfer of value from the lost, stolen, or damaged card to a new card, the TSB Customer Service Center will charge a fee, as indicated in Section 9.1 of this document. The TSB Customer Service Center will not assess a fee for this service if the cardholder registered for Autoload prior to requesting the transfer of value from the lost, stolen, or damaged card to a new card. Transit operators will not assess this fee for a cardholder requesting replacement of a card configured for the Senior/Disabled (RTC Discount) fare category.

### 9.2 PAYMENT OF CARDHOLDER FEES

The TSB Customer Service Center shall allow cardholders to pay cardholder fees using credit cards, debit cards, money orders and checks. The TSB Customer Service Center shall not deduct value from the e-cash balance on a patron's card in order to pay a fee. Patrons acquiring cards at third party distributors and transit operator ticket offices may use any form of payment accepted by the distributor or transit operator.



### **9.3 WAIVING OF CARDHOLDER FEES**

#### **9.3.1 Waiving of the Card Acquisition Fee for Patrons Who Register for Autoload or Receive Value Through an Institutional Program**

The card acquisition fee will be waived for patrons who acquire a card and simultaneously either submit a completed Autoload application or arrange to receive value on an ongoing basis through an Institutional Program.

##### **9.3.1.1 Special Provisions for Patrons Acquiring Youth and Senior Citizen Cards**

In some cases, a transit agency may require a Youth patron to use a card issued by that specific transit agency in order to purchase the agency's discount products. In this event, the \$5 card fee will be waived when an old card is traded in for a new one.

#### **9.3.2 Waiving of the Card Acquisition Fee During Promotional Periods and/or for Marketing Purposes**

The card acquisition fee may be waived during promotional periods. The process for establishing promotions is described in Section 18.6.3.

#### **9.3.3 Waiving of Fees at the Discretion of the TSB Customer Services Manager**

The TSB Customer Services Manager may waive fees described above in Section 9.1 on a case-by-case basis at his/her discretion. The TransLink<sup>®</sup> Consortium shall monitor the waiving of fees by the TSB Customer Services Manager.

## **10. CARDHOLDER CONFIDENTIALITY**

### **10.1 CONFIDENTIALITY OF INFORMATION**

The TransLink<sup>®</sup> Contractor shall maintain the confidentiality and privacy on the use of individual cards unless waived by a cardholder or under order of a court with jurisdiction over the TransLink<sup>®</sup> Consortium.

#### **10.1.1 Cardholder Data**

All aggregate information and data relating to cardholders collected by the Fare Payment System shall be used by the TransLink<sup>®</sup> Consortium for the purposes of the operation and management of the Fare Payment System (“FPS”) and shall serve as a source of information and data for transit and/or related services, in general, but information about individual cardholders shall be dealt with in a confidential manner by the TransLink<sup>®</sup> Consortium unless:

- a. The TransLink<sup>®</sup> Consortium obtains the express written consent of the cardholder;
- b. The patron indicates at the point of card registration that s/he would like to receive TransLink<sup>®</sup>/transit-related information from TSB, members of the TransLink<sup>®</sup> Consortium, and/or their partners; and/or
- c. There is legal requirement to the contrary.

#### **10.1.2 Cardholder Access to Personal Information**

A cardholder retains the right to review all personal information pertaining to his/her account, whether stored electronically or on paper. Any inquiry or request to obtain information, in accordance with the above provisions, should be directed in writing to the TSB Customer Service Center. The TransLink<sup>®</sup> Consortium may adopt procedures for a cardholder’s review of such information, including but not limited to, charging a fee for processing requests for access to personal information.

#### **10.1.3 Transaction Log**

TSB stores information about individual transactions within the card transaction log to facilitate enquiry by a cardholder on past transactions and also for certain applications that offer discounts based upon business rule criteria of last previous usage.

## **11. DISTRIBUTION AND FARE PAYMENT DEVICE NETWORK MANAGEMENT**

### **11.1 DISTRIBUTION DEVICE NETWORK MANAGEMENT**

TSB shall be fully responsible for managing the on-operator premises distribution device network provided under the Contract, which includes AVMs and TOTs only. Operators who have procured equipment outside of the TransLink® Contract will be responsible for monitoring and managing their own devices and networks for those devices.

TSB shall also be fully responsible for third-party distribution device networks that it establishes. TSB shall provide all telecommunications network planning and monitoring of the network through which TransLink® equipment communicates to the TCS. TSB shall monitor the distribution devices and networks to ensure that equipment is functioning properly and has not indicated any current or imminent problems. TSB shall ensure that all data communications reach their proper destinations and that all distribution devices have all information necessary to function.

#### **11.1.1 Reporting to the TransLink® Central System**

Transactions shall be uploaded from the distribution device to the TCS at least once per day. All TransLink® transactions shall be reported to the TCS, including those transactions from devices managed by operators.

#### **11.1.2 Data Downloads from TransLink® Central System**

Data to be downloaded to distribution devices shall be generated by the TCS. Data from the TCS may include items such as updated fare tables, updated transfer tables and hotlisted TransLink® serial numbers. TSB shall be responsible for downloads to all equipment provided under the TransLink® Contract. TSB shall also transmit the download to other parties managing their own distribution devices and third-party distributors. Downloads shall occur at prescribed end-of-day times.

### **11.2 SOFTWARE APPLICATION AND CONFIGURATION DATA DOWNLOADS**

TSB shall be fully responsible for developing, lab testing, deploying, and confirming software application and configuration data (“CD”) downloads to distribution and fare payment devices and other applications (i.e., Application Programming Interfaces (“APIs”)) supplied by the Contractor. Operators shall ensure that devices are powered on to enable receipt of software and CD downloads. Through remote querying, TSB shall confirm and report on the success or failure of software/CD downloads. TSB shall troubleshoot and repair, if necessary, devices that have not received such downloads. Operators shall cooperate with TSB and perform first-line maintenance if requested by TSB as part of the troubleshooting process.

#### **11.2.1 Authorization for Software Application Downloads**

Each operator shall designate an individual who will be responsible for authorizing software and CD downloads. After completing internal testing of a pending software application release, TSB shall issue detailed release notes and schedule time for MTC and/or the operators to witness testing of the release in the TSB test-bed. MTC or TSB shall propose a deployment date and

request operators to authorize the software download. operators shall not unreasonably withhold such authorization, particularly when the release is intended to implement a required fare change.

### **11.2.2 Fare Table Updates**

The responsible operator will report to TSB the fare tables and transfer policies to be changed or added (e.g., a fare increase). TSB shall acknowledge receipt of operator data within one (1) business day and update the fare tables and transfer policies in all appropriate CIDs through data download to these systems.

#### **11.2.2.1 Changes to TransLink® Configuration Data to Enable Fare Changes**

Transit operators shall notify the TransLink® system operator at least 30 days (60 days is preferred) prior to the date of the download. More time is required for significant or structural changes.

The date of the download may be prior to the effective date of the change. A transit operator with mobile devices (i.e., installed on vehicles) may opt to select a download date one or two weeks prior to the effective date of the change in order to maximize the percentage of devices that have received the download when the effective date is reached.

### **11.2.3 Authorization for Configuration Data Downloads**

There are three classes of “configuration data” – daily (hotlists and action lists), fare-related (e.g., fare tables), and administrative (e.g., operator names, route names, location names, product names, calendar).

#### **11.2.3.1 Daily CD**

TSB shall download Daily CD automatically. No pre-authorization by operators is required.

#### **11.2.3.2 Fare-Related CD**

After completing internal testing of a pending fare-related CD release, TSB shall issue detailed release notes and schedule time for MTC and/or the operators to witness testing of the release in the TSB test-bed. MTC or TSB shall propose a deployment date and request operators to authorize the fare-related CD download. Operators shall not unreasonably withhold such authorization, particularly when the release is intended to implement a required fare change. One operator's fare change may result in changes to products or inter-operator transfers that affect other operators. Consequently, fare-related CD may need to be downloaded to multiple operators' devices.

#### **11.2.3.3 Administrative CD**

After completing internal testing of a pending Administrative CD release, TSB shall issue detailed release notes and notify operators of the intended deployment date. No pre-authorization by operators is required. If the CD release contains both fare-related and administrative CD, then operator authorization must be obtained.

### **11.2.4 Deployment**

TSB shall schedule software/CD downloads to ensure that revenue operations are not negatively impacted. A particular software/CD release should be downloaded to all relevant devices

(regardless of operator) at the same time. Requests by operators for exceptions to this policy will be handled on a case-by-case basis.

#### **11.2.5 Field Testing**

At their option, operators may conduct field tests of software/CD releases to confirm that the software/CD functions as documented in the release notes and as demonstrated in the test-bed. TSB shall not be responsible for conducting such field tests.

#### **11.2.6 Revert to Previous Version**

Operators shall immediately notify TSB of any problems arising from a software/CD download. Depending on the severity of the problems, operators may request that TSB revert the devices to the previous software/CD version(s).

## **12. TRANSLINK<sup>®</sup> ASSET MANAGEMENT SERVICES**

### **12.1 TRANSLINK<sup>®</sup> CONTRACTOR ASSET MANAGEMENT RESPONSIBILITIES**

The Contractor shall manage and track the status and location of all TransLink<sup>®</sup> system hardware and software assets owned by MTC. This service shall utilize an asset/inventory control system and database, in accordance with the TransLink<sup>®</sup> Contract.

#### **12.1.1 Central Equipment Inventory**

The Contractor shall control and manage any central inventory of equipment and spares owned by MTC.

#### **12.1.2 Software Management Services**

The Contractor shall manage the base of software installed in TransLink<sup>®</sup> systems. As part of this process, the Contractor shall track in an automated database the software configuration and release levels of all sub-systems in the TransLink<sup>®</sup> system. The Contractor shall schedule and distribute all software releases to be installed on TransLink<sup>®</sup> systems. The Contractor shall also provide notification of such releases to all operators. Scheduling and distribution shall be automated and centrally controlled. The Contractor shall be responsible for software installation at all levels of the system, unless operators or other parties agree to assume responsibility for installation on the systems installed at their facilities or on their vehicles and MTC agrees to such transfer of responsibility.

### **12.2 TRANSIT OPERATOR ASSET MANAGEMENT RESPONSIBILITIES**

Operators are responsible for ensuring that access to TransLink<sup>®</sup> devices is controlled, protected, and limited to authorized personnel within their organization.

## 13. TECHNICAL SUPPORT AND MAINTENANCE LEVELS

### 13.1 OPERATION AND MAINTENANCE OF TRANSLINK® EQUIPMENT

All participating operators are obligated to operate and maintain TransLink® equipment in accordance with the TransLink® Interagency *Participation Agreement* and these rules, and maintain equipment to ensure the highest level of availability for use by consumers. Operational and maintenance responsibilities include, but are not limited to:

- a. Managing the inventory of spare components stored on each Operator's property;
- b. Isolating failed CIDs and components (e.g., AVM modules) and replace with spares;
- c. Returning failed CIDs and components to the TSB for replacement;
- d. Revenue servicing TOTs and AVMs;
- e. Performing fingertip maintenance; and
- f. Operating TransLink® equipment (e.g., driver consoles, TOTs, HCRs, etc.) as required.

### 13.2 TECHNICAL SUPPORT AND MAINTENANCE LEVELS

#### 13.2.1 Responsibilities of the Contractor

The Contractor shall provide technical phone support to operators and some level of maintenance for all equipment in accordance with the Contract.

In addition to training and certifying its own maintenance personnel, the Contractor shall train and certify operator personnel to perform maintenance for TransLink® equipment installed on operators' properties. The Contractor shall provide all necessary maintenance procedures. Operator training shall also include those areas of the depot maintenance program requiring operator participation.

#### 13.2.2 Responsibilities Shared by the Contractor and the Operators

Maintenance of equipment installed at operators' sites will be a shared responsibility between operator staff and the Contractor. Operator staff will be responsible for first-line maintenance, which includes preventive maintenance and depot maintenance item diagnosis, removal and installation. The Contractor shall be responsible for the overall depot maintenance program and on-call maintenance when escalated beyond the operator's handling of the situation.

#### 13.2.3 Maintenance Responsibilities by Device

The following table provides an overview of the maintenance responsibilities of the Contractor and operators that are further described in this section.

MAINTENANCE SERVICES		
EQUIPMENT	Operator Responsibility	Contractor Responsibility
On-Board CID (CID 1a)	1 <sup>st</sup> Line Maintenance	2 <sup>nd</sup> and 3 <sup>rd</sup> Line Maintenance
Stand-Alone CID (CID 2a, 2b & 2c)	1 <sup>st</sup> Line Maintenance	2 <sup>nd</sup> and 3 <sup>rd</sup> Line Maintenance
Wireless Data Transmission System (WDTS)	1 <sup>st</sup> Line Maintenance	2 <sup>nd</sup> and 3 <sup>rd</sup> Line Maintenance
Handheld Card Reader (HCR 1 & 2)	1 <sup>st</sup> Line Maintenance	2 <sup>nd</sup> and 3 <sup>rd</sup> Line Maintenance

MAINTENANCE SERVICES		
EQUIPMENT	Operator Responsibility	Contractor Responsibility
Add Value Machine (AVM)	1 <sup>st</sup> Line Maintenance	2 <sup>nd</sup> and 3 <sup>rd</sup> Line Maintenance
Ticket Office Terminal (TOT)	1 <sup>st</sup> Line Maintenance	2 <sup>nd</sup> and 3 <sup>rd</sup> Line Maintenance
TransLink <sup>®</sup> Data Server ("TDS")	1 <sup>st</sup> Line Maintenance	2 <sup>nd</sup> and 3 <sup>rd</sup> Line Maintenance
Automatic Zone Determination System ("AZDS")	1 <sup>st</sup> Line Maintenance	2 <sup>nd</sup> and 3 <sup>rd</sup> Line Maintenance

### 13.3 OPERATOR PHONE SUPPORT SERVICES

The Contractor shall provide technical support over the phone to operators. Technical support shall cover TransLink<sup>®</sup> software, hardware, and systems and operational processes. All technical support personnel shall be fully qualified to perform such support functions.

#### 13.3.1 Operator Phone Support Service Levels

The Contractor shall provide operator phone support using "live" personnel, as well as via Interactive Voice Response (IVR), per the requirements of Section B1-1.13.11 of the TransLink<sup>®</sup> Contract. .

### 13.4 MAINTENANCE LEVELS

#### 13.4.1 First Line Maintenance

Certified operator personnel will perform first line maintenance. The Contractor shall provide all spare modules and supplies necessary for operators to maintain their equipment. This includes not only the spare devices and modules, but also any diagnostic equipment and additional items and incidentals required for first line maintenance. Operators will not repair modules or components nor will they repair circuit boards, etc. inside the devices.

#### 13.4.2 Depot Maintenance Services

The Contractor shall manage and operate a depot maintenance service for the following devices and modules of the TransLink<sup>®</sup> system at minimum:

- All CIDs;
- On-board equipment;
- HCRs;
- AVM modules (e.g., bill acceptors, customer displays, etc.);
- TDS modules;
- TOT modules; and
- Wireless Data Transmission System ("WDTS") modules.

#### 13.4.3 On-Call Maintenance

The Contractor shall provide on-call maintenance and repair service support for the following TransLink<sup>®</sup> equipment:

- TDSs;
- Distribution Devices (escalated request only); and
- WDTS equipment (escalated request only).



**13.4.3.1 On-Call Maintenance Service Levels**

The Contractor shall provide on-call service 24 hours per day, 7 days a week.

## 14. SYSTEM FAILURE PLAN

### 14.1 OVERVIEW

In accordance with the TransLink® Contract, the Contractor has developed and will maintain a current system failure plan called the *TransLink® Central System Disaster Recovery Plan*.

#### 14.1.1 Goal of the Disaster Recovery Plan

The *Disaster Recovery Plan* is intended primarily to dictate procedure(s) in the event of a failure that is localized to the data processing facility maintained by the Contractor at 1800 Sutter Street, Suite 900, in Concord, California, and/or the communication systems and networks therein that support the data processing facility. Though the *Plan* does not specifically address a response to an earthquake or other major event that generally affects the Region, the plan would be functional in a Region-wide disaster.

#### 14.1.2 Availability of the Disaster Recovery Plan

The Contractor will make the *Disaster Recovery Plan* available to the TransLink® Consortium for approval.

#### 14.1.3 Responsibility for Reviewing and Approving the Disaster Recovery Plan

MTC and the operators share responsibility for reviewing the *Disaster Recovery Plan* and providing comments to the Contractor. The TransLink® Consortium is responsible for either approving or rejecting the *Plan* and subsequent updates.

### 14.2 ROLES AND RESPONSIBILITIES RELATED TO THE *DISASTER RECOVERY PLAN*

The Contractor and its staff bear responsibility for all tasks related to implementation of the *Disaster Recovery Plan*, except as noted below.

#### 14.2.1 Responsibility for Failure Detection

The detection of an event during normal business hours that could result in a failure affecting information processing systems at the TCS is the responsibility of all users of the system. Failures in one of the functional areas of the TCS, the computer room at the Contractor's site, major information processing systems or the communications lines entering the Contractor's building should be reported to the Contractor's System Operations Manager.

After normal duty hours, the Contractor is responsible for detecting and responding to any failure.

#### 14.2.2 Testing

Partial tests of individual components and recovery plans of specific Contractor Business Continuity Management Teams will be carried out on a regular basis. A comprehensive exercise of failure point recovery capabilities and support by the Contractor's designated recovery staff will be performed at a minimum on an annual basis.

## **15. DATA COLLECTION AND REPORTING**

### **15.1 OVERVIEW**

The Contractor and the operators bear responsibility for the accurate capture and collection of TransLink<sup>®</sup> system data.

All data transfers will utilize the formats and conform to the standards defined in the TransLink<sup>®</sup> Final Design. The TransLink<sup>®</sup> Final Design defines data management standards and processing timeframes. These standards are consistent with the TransLink<sup>®</sup> Contract.

The Contractor shall have the capability to sort, summarize and report back to the relevant parties all transactions received from issuers, operators, or distributors. The Contractor shall provide reports online and also provide access to the transaction-level data.

### **15.2 DATA COMMUNICATIONS LINKS**

Operators share responsibility with the Contractor for maintaining the data communications links between TransLink<sup>®</sup> devices on their properties. In addition, if operators purchase TransLink<sup>®</sup> equipment independently (i.e., not through MTC), they are responsible for extracting data from that equipment and transmitting it to the TCS in accordance with message and data format and security standards as defined by the TransLink<sup>®</sup> Consortium.

Operators will have full access to TransLink<sup>®</sup> usage data that is collected by TransLink<sup>®</sup> devices installed at their facilities or on their vehicles.

### **15.3 DATA RETENTION, COLLECTION AND PROCESSING**

#### **15.3.1 Records and Retention**

The Contractor and the TransLink<sup>®</sup> Consortium are responsible for keeping records for historical and audit purposes. Data will be stored as follows.

##### **15.3.1.1 TransLink<sup>®</sup> Central System**

The transaction data for all load and utilization activity recorded by the Central System shall be available online for a period of 60 days and shall be available from archives, in electronic form, for a period of seven (7) years from the day of occurrence.

Usage data for load and fare transactions will be kept online in the TCS for 60 days and offline in electronic format for 3 years.

#### **15.3.2 Data Collection and Processing Schedule**

Each day, the TCS shall collect all of the relevant data associated with card loads and uses and shall settle the funds between all parties in accordance with the TransLink<sup>®</sup> Contract. The TCS shall also process TransLink<sup>®</sup> ridership data and generate reports for each operator.

### **15.4 REPORTS**

The Contractor shall maintain a Reports Server for generation of reports regarding financial settlement, usage data and system monitoring. The Reports Server will provide the capability to generate reports on a daily basis.

#### **15.4.1 Operator Reports**

In addition to financial settlement reports, the Contractor shall provide operators with operational planning reports that document TransLink<sup>®</sup> ride and load activity. These reports will include, but not be limited to, ridership summarized by route, entry point and exit point (as applicable), time of day, fare products used, and inter-operator travel. The Contractor shall also provide reports detailing sales of e-cash, period passes, and stored rides, as appropriate.

#### **15.4.2 Distributor Reports**

The Contractor will provide distributor activity reports to enable operators to track patterns of card distribution and usage.

#### **15.4.3 Reports Server Data Retention**

Data in the Reports Server database will be kept online for 60 days and will be stored offline in electronic format for three years.

### **15.5 REPORTING SERVICES PERFORMANCE CRITERIA**

Accurate and complete settlement reports shall be available at or before noon following settlement cut-off.

### **15.6 DATA ACCESS**

Operators will have access to the TransLink<sup>®</sup> databases for the purpose of downloading all transaction data affecting their system (e.g., third party sales of operator-specific products, transfer activity, etc.). Each operator shall have online access to transaction level data for a period of three months.

### **15.7 DATA RECONCILIATION**

Data reconciliation is the process of checking TransLink<sup>®</sup> records for accuracy. The Contractor will reconcile internal processes on a daily basis. This includes, but is not limited to:

- a. The reconciliation of the data received from all the operators;
- b. The calculation of moneys owed each operator for the service provided for that processing day;
- c. The calculation of the moneys due from each operator to the Clearinghouse for a service provided by the TCS;
- d. The balancing of replacement card activity; and
- e. The balancing of third party distributor funds collection.

Operators are responsible for accounting and reconciliation of non-TransLink<sup>®</sup> fare collection instruments.

## **16. AUDIT**

This section is under development.

## 17. TRANSLINK<sup>®</sup> FINANCIAL SETTLEMENT AND RELATED SERVICES

### 17.1 OVERVIEW

At the end of each calendar day, all transaction records shall be processed by the Contractor to determine settlement and funds positions for the entire system. Settlement is the calculation of what is owed to the operators. Funds are credited to operators for rides taken on their systems and for passes and stored rides sold on their behalf on the basis of the settlement calculation.

The Contractor shall track and settle fees for services provided to all parties either issuing, distributing, or accepting TransLink<sup>®</sup> cards.

The settlement process will utilize an ACH methodology. The Contractor will provide a designated financial institution (“the Settlement Bank”) with an ACH formatted file that contains a net settlement amount (debit or credit) for each participating operator. The Settlement Bank will process the file and post the transaction to the operator’s account or pass the transaction to the operator’s financial institution for posting, if such an institution is different from the Settlement Bank.

The settlement process will be a daily function. The TransLink<sup>®</sup> Consortium will not divert fare revenues collected through the TransLink<sup>®</sup> clearinghouse for any non-TransLink<sup>®</sup> related purpose, or condition the settlement of such revenues to operators on any MTC allocation or fund programming policies.

#### 17.1.1 TransLink<sup>®</sup> Funds Settlement Processing

Process	Type of Value Loaded		
	Electronic Purse	Stored Rides	Pass
Loading value using cash	Settlement shall credit the added value amount from distributor to Issuer  If distributor is the Issuer, no funds are moved	Settlement shall credit the purchase amount from distributor to operator who will provide rides  If distributor is ride-providing operator, no funds are moved	Settlement shall credit the purchase amount from distributor to operator who will provide rides  If distributor is ride-providing operator, no funds are moved
Loading value with credit or debit card as payment <sup>3</sup>	Settlement shall credit funds from distributor to Issuer	Settlement shall credit funds from distributor to ride-providing operator	Settlement shall credit funds from distributor to ride-providing operator
Providing transit service in return for TransLink <sup>®</sup> value	Settlement shall credit the fare amount from Issuer to the operator	Settlement shall report ride usage, but will not move any funds	Settlement shall report ride usage, if recorded, but will not move any funds

<sup>3</sup> The timing of money movement from credit or debit cards may vary from other settlement timing, depending on the financial arrangements with the acquiring bank(s). However, all debit and credit transactions shall be settled by the end of each day.

## **17.2 BASIS OF SETTLEMENT**

All settlement will take place on the basis of TransLink<sup>®</sup> records. Settlement will be on a “net” basis, i.e. the total entitlement minus the total contribution will form the basis of settlement from the ACH to operators or vice-versa.

## **17.3 RECONCILIATION**

The Contractor shall be responsible for reconciling all TransLink<sup>®</sup> systems daily by number of transactions and number of corresponding dollars. The Contractor shall determine the funds and fees owed between all card and application issuers, distributors, and operators in the system. The Contractor shall report settlement transaction data to card and application issuers, distributors, and operators.

The Contractor shall operate and manage data adjustment functions.

## **17.4 ESTABLISHMENT OF SETTLEMENT ACCOUNTS**

Each operator will establish bank accounts and account agreements with the TSB to enable their participation in the settlement process.

## **17.5 TIMING**

The settlement cut-off time shall be 12 a.m. Settlement reports shall be available at operators no later than 12 p.m. the following day. Funds shall be available in operator accounts by 8 a.m. of the second day after cut-off, except when constrained by debit and credit network cut-off deadlines. For example, transactions performed from Sunday midnight to Monday midnight shall be collected and processed early Tuesday morning. Settlement reports for these transactions shall be available to operator by Tuesday noon, and funds for these transactions will be available Wednesday morning.

## **17.6 DEPOSIT OF CASH**

Operators are responsible for depositing cash from TransLink<sup>®</sup> sales and loads into their accounts to cover funds due to the TransLink<sup>®</sup> funds pool. Net settlement will debit operators for card sales or loads of value during the cycle in which the transactions take place regardless of whether operators have deposited the cash collected.

## **17.7 BILLING AND SETTLEMENT**

Transit operators will be debited through the ACH only, as they are participants in the TransLink<sup>®</sup> funds settlement process.

### **17.7.1 Collection of Cash from Distributors and Vending Machines**

Distributors, including operators, will be debited for TransLink<sup>®</sup> e-cash, cards, or products sold on their properties and will be responsible for collecting cash from vending machines on their properties. Operators will be debited according to TransLink<sup>®</sup> records. For devices revenue serviced by the transit operators, cash shortfalls or overages will be the transit operators' responsibilities.

## **17.8 MISSING TRANSACTIONS**

The Contractor processes all transaction records for settlement at the end of each calendar day as outlined in Section 17.1. While most transactions are settled on the day they occur there are instances that result in missing transactions:

- Transactions stored on mobile devices that do not connect to the TransLink<sup>®</sup> wireless network on the day transactions occur;
- Equipment failure or destruction of devices from external causes; or
- Any other situation resulting in transaction records not being received by the TCS, either temporarily or permanently.

The TCS automatically identifies “transaction gaps” for most, but not all missing transactions, as follows:

- The TCS follows the history of each TransLink<sup>®</sup> card by tracking its transaction sequence numbers. The combination of card serial number and transaction sequence number creates a unique identifier for each transaction in the system. There are separate transaction sequence numbers for each type of transaction (e-cash fare payment, e-cash add value, pass load or use, stored-ride load or use, etc.).
- If a break appears in transaction sequence numbers for a particular TransLink<sup>®</sup> card, a transaction gap is created. As part of the creation of the transaction gap, the value of the gap is calculated by comparison of reported “pre-gap” and “post-gap” balances on the card record.
- The only time a missing transaction will not lead to creation of a “gap” is when a TransLink<sup>®</sup> card is never used again following a missing transaction.

Once identified, transaction gaps and their associated value are placed on a gap list. In general, the gap list is maintained automatically by the TCS as follows:

- Adding transaction gaps to the gap list does not involve any movement of funds.
- Transaction gaps shall remain on the list for a maximum twenty-one (21) days to allow sufficient time for missing data to appear.
- Missing transactions that appear within the 21-day window are included in daily settlement for the date they are received at the TCS and the associated transaction gaps are closed.

Sections 17.8.1 and 17.8.2 provide further information regarding processing of missing add value and fare payment transactions.

### **17.8.1 Add Value Transactions**

Add value transactions can occur at distribution devices (AVMs, TOTs, TransLink<sup>®</sup> Retail Units (“TRUs”)) and CIDs. The distribution devices provide for direct sales of TransLink<sup>®</sup> products and the CIDs provide for fulfillment of Autoload and remote add value transactions. As the Float Account and operator revenues are dependent on sales of e-cash and operator-specific products, the TransLink<sup>®</sup> system has been designed to enable quick, accurate resolution of any add value transaction gaps.



If a missing add value transaction does not appear within the 21-day window, the associated gap is resolved through identification of both the amount of missing value and the participant that collected funds for the missing transaction. Information regarding missing value is identified by analyzing the pre-gap and post-gap balances for e-cash, period passes and stored ridebooks, while identification of the party collecting funds for the add value gap is preserved in the Participant ID field, information stored on the TransLink® card. A participant is any entity that can provide service for a TransLink® cardholder – transit operators, TSB, and third party distributors. The associated funds are automatically moved between the appropriate parties as a part of daily settlement and the gaps are closed, as follows:

- a. The party responsible for collecting cash for the sale of TransLink® value, identified through the Participant ID for the last add-value, will be debited during settlement; and
- b. The party due reimbursement for the sale of TransLink® value, identified through analysis of pre- and post-gap balances, will be credited during settlement.

Information regarding settlement of missing add value transactions will be available on the next business day. TSB will notify transit operators of any anomalies in add value transaction gaps, should they occur.

An operator may file a grievance for disputes related to settlement of missing add value transactions in accordance with the procedures set forth in Section 17.14.

### **17.8.2 Fare Payment Transactions and the Participant Claim Fund**

As noted in Section 17.8, the TCS creates transaction gaps for missing fare payment transactions. Fare payment transaction gaps then remain “at large” on the gap list for 21-days to allow sufficient time for most late transactions to appear. If missing transactions appear within the 21-day window, they will be a part of daily settlement on that date, and the associated transaction gaps will be closed automatically.

The only funds directly associated with fare payment transaction gaps will be e-cash funds initially accounted for in the Float Account. During the 21-day period that these gaps are on the gaps list, these funds would remain in the Float Account. If missing transactions appear within the 21-day window, they would be settled out of the Float Account as if they had appeared on the date the transaction occurred.

If a fare payment transaction gap is not closed by the appearance of missing transactions within the 21-day window, the transaction gap will be automatically “expired” by removal from the gaps list. Any e-cash value associated with the gap will then be moved automatically from the Float Account to a special TransLink® account known as the Participant Claim Fund (“PCF”), as described in Section 17.8.3 below.

If missing transactions appear after the 21-day window has passed, they will not be included with daily settlement. The associated transaction gaps will have expired and the corresponding funds will be in the PCF. These funds will no longer be available for daily settlement, and the funds will be disbursed in accordance with Section 17.8.3.

*Note that the fare payment transaction “gap” process is only applicable to e-cash fare payment transactions. There is no financial processing of monthly pass or stored ride fare payment transaction, since these do not directly affect settlement.*

### 17.8.3 Disbursement of the Participant Claim Fund

The PCF will hold all e-cash funds associated with fare payment transaction gaps that have been expired from the system. Allocation of PCF funds will be based on operator-based claims and system-based claims. Operators may file claims on the PCF at any time. While valid operator-based claims will be settled first, system-based claims are expected to be the primary method for fund disbursement.

- With the exception of disbursements for operator-based claims, no disbursement from the PCF shall be made until the PCF meets or exceeds \$20,000, and no system-based disbursements shall be made that would reduce the PCF below a minimum balance of \$10,000.
- Disbursements from the PCF for system-based claims or for any remaining PCF value shall be made monthly, when justified.

PCF disbursement is based on the following sequential process.

#### 1. Settle all valid operator-based claims against the PCF

Operator-based claims provide a means to recover value if either a complete loss of TransLink® data has occurred or an operator experiences a significant single-day data discrepancy between transaction and audit register data. It is not anticipated that operator-based claims will be filed frequently. See Section 17.9 for a detailed description of operator-based claims.

#### 2. Settle all system-based claims - balance discrepancies between audit register and transaction data

System-based claims will account for net discrepancies between the aggregate e-cash fare payment value recorded by device audit registers and the aggregate e-cash fare payment value settled through transaction data. TSB will calculate the net system-based claim to be credited or debited to each operator, as appropriate, according to the following formula:

$$(\$ \text{ Value of Audit Register}) - (\$ \text{ Value of Transaction Data}) = \text{Credit/Debit to Transit Operator}$$

#### 3. Disbursement of remaining PCF value

After funds have been distributed from the PCF in accordance with Steps 1 and 2 above, any remaining value will be split among the operators based on the percentage of total e-cash business borne by each operator for that period, in accordance with the revenue allocation policies set forth in the *TransLink® Interagency Participation Agreement*:

$$\text{Operator Disbursement} = \frac{\text{Value of Single Operator E-cash Business}}{\text{Value of Total E-cash Business}} \times \text{Remaining PCF Balance}$$

Calculation of the above distributions will occur sequentially and take into account the available funds in the PCF. Net PCF distribution will occur via one manual adjustment to each operator's settlement position. The table in Section 17.8.3.1 summarizes the PCF disbursement process.

#### **17.8.3.1 PCF Settlement Process**

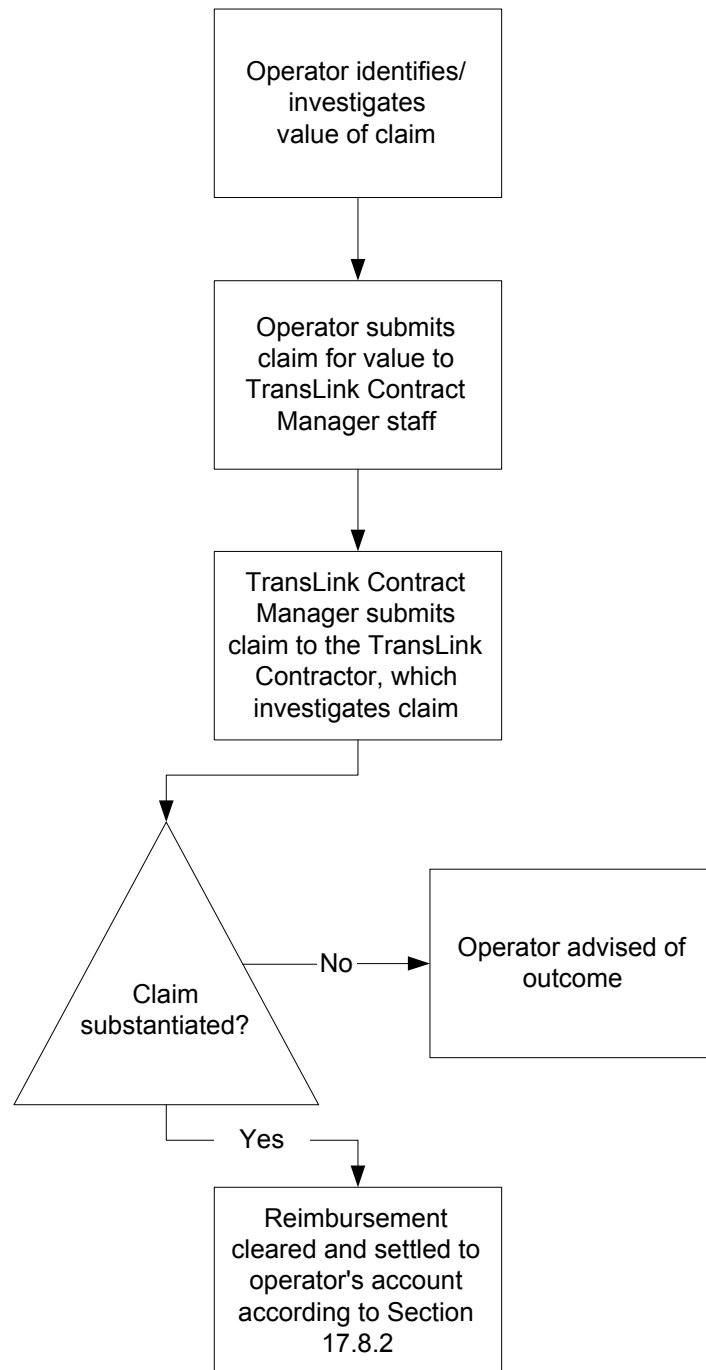
	<b>Parties</b>	<b>Funding</b>	<b>Determination Basis</b>
1. Settlement of Operator-Based Claims	Appropriate transit operators	a) Full funding, if available. Otherwise: b) Pro-rata based on all valid claims filed.	All validated claims filed since the previous distribution.
2. Settlement of System-Based Claims	Appropriate transit operators	a) Full funding, if available. Otherwise: b) Pro-rata based on total end-of-quarter discrepancies.	Discrepancies between audit register and transaction data
3. Remaining PCF Value	All transit operators	Any remaining PCF fund balance in excess of \$10,000.	Distribution based on the split of e-cash business among transit operators for the previous quarter.

Transit operators will be notified of any adjustments to take place as a result of the disbursement of the PCF. Adjustments will be summarized according to amount and type: claim, data discrepancy, or PCF disbursement. Transit operators may file a grievance in accordance with the procedures set forth in Section 17.14 for any adjustments they believe have been made or omitted in error.

## **17.9 CLAIMS**

The operator-based claims process is outlined in the diagram below.

## Operator-Based Claims Process



The Contractor is responsible for all claim investigation and assessment, although an operator may participate at its option. An operator may also be requested to assist under certain circumstances.

No claims will be entertained if transit operators fail to comply with the above procedures in furnishing supporting documentation.

### **17.9.1 Operator-Based Claims Against the Participant Claim Fund**

Transit operators may only submit claims for reimbursement of transactions for:

- a. A total loss of both transaction and audit data records due to failure or damage of front-end devices;
- b. Other system failures resulting in such data loss (e.g., non-recoverable TDS failure); or
- c. A single business day discrepancy between transaction and audit records greater than 0.10% of the single business day overall totals received from all the devices of a transit operator (see below).

$$\text{Discrepancy level = (in \%)} = \frac{\text{One-Day Total Transaction Value from all Audit Registers} - \text{One-Day Total Transaction Value from Transaction Records}}{\text{Total Transaction Value from All Audit Registers}} \times 100$$

Claims will be processed as follows:

- a. Operator files a claim with the TransLink<sup>®</sup> Contract Manager.
- b. The TransLink<sup>®</sup> Contract Manager reviews the claim and then forwards it to Contractor.
- c. The Contractor investigates claim. If necessary, the Contractor may request additional documentation or assistance from the operator.
- d. If the claim is substantiated, the Contractor settles funds.
- e. If the claim is not substantiated, the Contractor advises operator.

Claims against the PCF will only be paid for missing fare payment transaction data. TransLink<sup>®</sup> data will be the only form of substantiating fare payment data considered in validation of claim amounts.

### **17.9.2 Operator-Based Claim Disputes**

A transit operator not satisfied with the outcome of the claims process may file a grievance in accordance with the procedures set forth in Section 17.14.

## **17.10 ADJUSTMENTS**

Transactions impacting a transit operator's financial position, and occurring outside the context of daily transaction processing and settlement, will be actioned by manual adjustments.

Adjustments will be used to settle out-of-balance conditions and claims, correct for missing add value transactions, and rectify other miscellaneous financial discrepancies. Affected transit operators will be notified in advance of any adjustments.

## **17.11 CHARGEBACK POLICY**

If either TSB or a transit operator are notified by their gateway of a retrieval request (the precursor to an actual chargeback of funds), all purses or products on the TransLink<sup>®</sup> card associated with the payment in question will be hotlisted. Credit collection will be initiated. Only when the account is settled will the card be unblocked.

Transit operators must notify the TSB Customer Service Center about any chargebacks through their credit/debit networks. Transit operator personnel shall report chargebacks as quickly as possible to enable hotlisting of the appropriate TransLink<sup>®</sup> value and/or card(s). Each participating transit operator shall identify at least two representatives authorized to report TransLink<sup>®</sup> chargebacks. The authorized personnel shall provide the TSB Customer Service Center with the product(s) and card serial number(s) information for the failed add value transaction.

### **17.11.1 Chargebacks Through Credit/Debit Networks**

Transit operators may load value through their own gateways. Chargeback fees will be allocated among transit operators. If the sale was for e-cash, the value will be recouped from the funds pool. If the sale was for a transit product, the full value will be recouped from the appropriate operator.

## **17.12 TREASURY/CASH MANAGEMENT**

The functions within treasury/cash management are the responsibility of the Application Issuer. The following processes will help both account for funds held by the Application Issuer and protect the Application Issuer and operators from fraud, loss exposure, and expense.

### **17.12.1 Funds Pool Accounting**

The Application Issuer is responsible for all TransLink<sup>®</sup> Funds Pool Accounting functions for those pool funds it holds.

For cards issued with the TransLink<sup>®</sup> Application, the following will be tracked and reported to the operators:

- The amount of funds collected from the initial sale of TransLink<sup>®</sup> cards by operators or third-party distributors;
- The amount of funds held as unrealized revenue; and
- The amount of funds generated from the investment of the pool funds.

The TransLink<sup>®</sup> Funds Pool Accounting function also includes the process of investing the funds collected from card sales and maintained within the pool and the disbursement of the earnings and realized revenue from inactive fare media to the operators. All balances in the funds pool will be managed in accordance with fiscal policies set forth by the TransLink<sup>®</sup> Consortium.

#### **17.12.1.1 Settlement Reporting**

Electronic reports for a day's transactions shall be available online by 12 p.m. the following day and remain available for at least seven days. The transaction logs of all load and utilization activity recorded by the Central System shall be available online for a period of 60 days, and

shall be available from archives in electronic form, for a period of three (3) years from the day of occurrence.

### **17.13 FEES AND REVENUES**

TSB shall track and settle fees for services provided to all parties either issuing, distributing, or accepting TransLink® cards. This section covers only those fees due to the TransLink® Contractor under the TransLink® Contract.

### **17.14 DISPUTES**

Transit operators may file grievances for missing add value and/or fare payment transactions if they are not satisfied with the settlement results. Grievances for missing transactions shall not be considered until the standard settlement processes outlined in Sections 17.8 and 17.9 have been completed. The TransLink® Consortium shall resolve all disputes in accordance with the *TransLink® Interagency Participation Agreement*.

## **18. MARKETING**

The TransLink<sup>®</sup> Consortium will promote the use of TransLink<sup>®</sup> cards in the service areas and facilities covered by the member agencies.

### **18.1 COORDINATION OF TRANSLINK<sup>®</sup> MARKETING PLANS**

MTC will coordinate the development of both a general TransLink<sup>®</sup> Marketing Plan and marketing plans for each implementation phase. The phase-specific marketing plans shall include expenditure plans covering the marketing of TransLink<sup>®</sup> for a specific phase. MTC and/or transit operator(s) participating in a particular implementation phase shall present the phase-specific marketing plans to the TransLink<sup>®</sup> Consortium for approval. In overseeing the development of both the general and the phase-specific marketing plans, MTC will seek input from the members of the TransLink<sup>®</sup> Consortium.

#### **18.1.1 MTC Coordination of TransLink<sup>®</sup> Marketing**

An MTC representative will be the overall coordinator of ongoing marketing and public relations activities relating to common TransLink<sup>®</sup> issues.

##### **18.1.1.1 Transit Operator Participation in Coordination of TransLink<sup>®</sup> Marketing**

The TransLink<sup>®</sup> Marketing Subcommittee (“TMS”) of the Design Review and Implementation Committee (“DRAIC”), a subcommittee that includes representatives from the members of the TransLink<sup>®</sup> Consortium, shall serve as the committee through which the participating agencies coordinate TransLink<sup>®</sup> marketing activities. The TMS may elect a chair.

### **18.2 TRANSLINK<sup>®</sup>-RELATED COMMUNICATIONS**

#### **18.2.1 Press Conferences and Functions**

Media functions shall be arranged to mark further milestones of the project. An MTC representative will be the overall coordinator of press conferences and functions with support from and in coordination with participating operators.

#### **18.2.2 Press Releases/Media Inquiries**

MTC will develop all general TransLink<sup>®</sup> press releases and circulate draft versions of the releases to the appropriate staff of the relevant operator(s) for comments.

While press inquiries regarding TransLink<sup>®</sup> policy issues will typically be handled by MTC, the public information representatives of all operators will respond to press inquiries regarding their respective services.

### **18.3 Communications with Elected Officials**

MTC will coordinate TransLink<sup>®</sup>-related communications with elected officials with the exception of presentations to the boards of participating transit operators, which will be coordinated by staff from the respective transit operator. This includes responses to TransLink<sup>®</sup>-related concerns and inquiries raised by elected officials. Where appropriate, the public information department of each operator shall be responsible for giving input for their respective service area.



### **18.3.1 TransLink® Spokesperson**

In the event that any issues require a spokesperson, MTC will designate a representative to act in this capacity.

### **18.3.2 Use of the TransLink® Logo**

Where feasible and appropriate, the TransLink® logo will be incorporated into all these media activities. TransLink® Consortium members may use the TransLink® logo as part of their outreach efforts.

## **18.4 PUBLISHED MATERIALS**

### **18.4.1 Cardholder Education Materials**

The TSB Customer Service Center shall provide cardholder education materials containing general TransLink® information necessary for a user of the system. The TransLink® Consortium shall be responsible for developing the content and design of the materials. The materials shall address card use, where and how to load value to cards, card registration, and optional features, such as Autoload. The materials will include a card disclosure statement, the TSB Customer Service Center information telephone number and e-mail address, and the address of the TransLink® website. As determined by the TransLink® Marketing Plan, the brochures will be made available wherever cards are distributed. The TSB Customer Service Center will distribute cardholder education materials to operators, third party distributors, and cardholders prior to each operator's reaching revenue ready status, whenever the updated versions of the materials become available, and upon written request using a form to be developed by TSB.

#### **18.4.1.1 Alternate Versions of Cardholder Education Materials**

The TSB Customer Service Center will maintain an inventory of all cardholder materials in alternate formats (Braille, large print type, audiotape, and electronic versions on computer diskette) that will be available to a cardholder, upon request. The TSB Customer Service Center will also maintain an inventory of some or all cardholder materials printed in at least two languages other than English; the minimum two languages shall be Spanish and Chinese. The TMS will assist in determining which materials must be published in languages other than English.

A cardholder may request cardholder materials in alternate formats via telephone or e-mail to [custserv@translink.org](mailto:custserv@translink.org).

All printed materials, regardless of language, shall be available for download from the TransLink® website.

#### **18.4.1.2 Responsibility for Maintaining Inventory of Cardholder Education Materials**

Operators and third party distributors have the responsibility to maintain a sufficient inventory of cardholder education materials at locations that they operate. When needed, operators and third party distributors may request additional cardholder education materials from the TSB Customer Service Center.

#### **18.4.1.3 Updates to Cardholder Education Materials**

TSB and/or the TransLink® Consortium shall update cardholder education materials including cardholder education materials in alternate formats and foreign languages to reflect changes in

the availability of TransLink<sup>®</sup>, modifications to the fees described in Section 9, and changes to the TransLink<sup>®</sup> License Agreement. TSB shall be responsible for distributing updated cardholder education materials to distributors and transit operators.

#### **18.4.2 TransLink<sup>®</sup> Marketing Materials/Advertisements**

The TransLink<sup>®</sup> Consortium shall be responsible for designing, developing, and publishing/printing TransLink<sup>®</sup>-related marketing materials/advertisements other than cardholder education materials described in Section 18.4.1. Where applicable, the TransLink<sup>®</sup> Consortium shall be responsible for purchasing advertising space, etc.

##### **18.4.2.1 Updates to TransLink<sup>®</sup> Marketing Materials/Advertisements**

The TransLink<sup>®</sup> Consortium shall be responsible for designing, developing, publishing/printing updates to TransLink<sup>®</sup>-related marketing materials/advertisements.

#### **18.4.3 TransLink<sup>®</sup> Website**

TSB and MTC shall operate and maintain the TransLink<sup>®</sup> website. The TransLink<sup>®</sup> Consortium shall be responsible for developing the content of the TransLink<sup>®</sup> website. The primary functions of the website shall include the promotion of TransLink<sup>®</sup>, dissemination of information about TransLink<sup>®</sup>, distribution of cards and value, and other cardholder services such as registration for Autoload. The design of the TransLink<sup>®</sup> website shall enable complete use of the site by persons with visual impairments who use widely available screen reader software.

### **18.5 CARD GRAPHICS**

All TransLink<sup>®</sup> cards shall conform to a common design standard. The TransLink<sup>®</sup> Consortium members shall finalize the graphics standard(s).

#### **18.5.1.1 Card Graphics for RTC Discount TransLink<sup>®</sup> Cards**

The front side of TransLink<sup>®</sup>/RTC Discount Cards shall appear generally similar to the front side of non-TransLink<sup>®</sup> RTC Discount Cards.

#### **18.5.2 Card Design Features**

All TransLink<sup>®</sup> cards shall contain the following basic elements:

- a. A unique serial number;
- b. The TransLink<sup>®</sup> logo;
- c. A signature panel;
- d. The address of the TransLink<sup>®</sup> website; and
- e. The TSB Customer Service Center telephone number(s).

Other elements that may be included are as follows:

- a. Cardholder photo, cardholder name, and/or company name for some personalized cards;
- b. The RTC Discount Card program logo for some personalized cards;
- c. Advertisements, when the TransLink<sup>®</sup> Consortium has entered into business arrangements for advertising on the card;

- d. “Special Services” account numbers, if the TransLink<sup>®</sup> Consortium enters into special business relationships with commercial entities that require the ability to place additional information on the card; and
- e. “Special graphics,” if the TransLink<sup>®</sup> Consortium chooses to issue collector cards.

**18.5.2.1 Development of Card Designs**

MTC will fund the development of graphics for the initial batch of Phase II TransLink<sup>®</sup> cards. The TransLink<sup>®</sup> Consortium will approve the card graphic(s).

**18.5.2.2 Operator-Specific Card Graphics**

Any operator that wishes to develop an operator-specific card graphic will fund incremental charges associated with the design, development, manufacture, and/or printing of that card.

**18.6 ADVERTISING AND PROMOTION**

**18.6.1 General Policy**

MTC in coordination with the participating transit operators will coordinate the development of advertising to support the launch of the TransLink<sup>®</sup> Program and the Program’s continued operations. The advertising and promotion will be consistent with the general and phase-specific marketing plans.

**18.6.2 On-Board Advertising**

The TransLink<sup>®</sup> Consortium may develop advertising and/or other signage for display on-board vehicles and/or in stations operated by participating operators. Where possible, participating operators will devote on-board and/or in-station advertising space to the promotion of TransLink<sup>®</sup>.

**18.6.3 Promotions Impacting TransLink<sup>®</sup> Consortium Revenue**

To promote the availability of TransLink<sup>®</sup> and encourage use of the TransLink<sup>®</sup> card, the Consortium shall set aside up to 225,000 TransLink<sup>®</sup> cards for use as part of marketing promotions. The promotions may include waiving of the cardholder fees described in Section 9.1. The 225,000 cards shall be divided among the TransLink<sup>®</sup> Consortium members as shown below with the expectation that each agency will use its allotment of TransLink<sup>®</sup> cards to encourage use of TransLink<sup>®</sup> in its service area. The number of cards available for use as part of marketing promotions does not include cards distributed to patrons at no charge in accordance with Section 9.3.1.

<b>Agency</b>	<b>Number of TransLink® Cards Available for Marketing Promotions</b>
AC Transit	30,000
BART	40,361
Caltrain	3,374
Golden Gate Transit	7,500
MTC	5,000
SamTrans	6,990
San Francisco Muni	89,944
VTA	19,429
Other Operators	9,632
Additional Cards for Future Needs	12,771
<b>Total</b>	<b>225,000</b>

As part of its charge to develop TransLink®-related marketing plans, the TMS shall review the details of specific promotions, such as proposed criteria for when a patron might receive a TransLink® card at no charge, and recommend approval of the promotions by the TransLink® Consortium. In recommending a promotion for approval, the TMS should identify the promotion's anticipated associated benefits and costs, its duration, the affected operators, and methods for measuring the promotion's impact(s). MTC staff shall assist in the development of promotions by evaluating a proposal's technical feasibility.

The Consortium shall monitor the timing of any promotion approved under this section to ensure maintenance of a sufficient inventory of TransLink® cards.

### **18.7 VISITS BY REPRESENTATIVES OF OTHER TRANSIT AGENCIES/FARE COLLECTION PROJECTS**

MTC, TSB, and participating operators will accommodate visits from representatives of transit agencies and/or other automated fare collection projects, where practical.

Visits that are primarily intended to see the overall TransLink® system will be arranged by MTC and/or TSB with the support of the respective operators. The MTC representative will liaise with operators to arrange visits.

### **18.8 REQUESTS FOR INFORMATION**

In response to public requests for basic information about TransLink®, MTC, the TSB Customer Service Center, and/or participating operators shall provide standard TransLink® information materials at no cost to the requester. MTC and/or TSB shall make the same materials available via the TransLink® website. MTC shall coordinate the development of general TransLink® information materials.

### **18.8.1 Requests for Technical Information**

When there are requests for technical information concerning TransLink<sup>®</sup> that require significant resources and/or disclosure of intellectual property, these shall be considered by MTC, the Contractor, and/or the TMG, as appropriate, on an individual basis.

### **18.8.2 Operator Involvement in Responding to Requests for Information**

Public information representatives of individual Operators should forward any requests about the TransLink<sup>®</sup> system to MTC. MTC will request input for a reply if deemed necessary.

Requests for information about the implementation or operations of the TransLink<sup>®</sup> system in an Operator's service area may be handled by the respective Operators. The public information department of the respective Operator should develop the response and forward a copy of the details to MTC's TransLink<sup>®</sup> public information staff person for information and archiving.

## **19. BART HIGH VALUE DISCOUNT E-PURSE**

This section is under development.

## 20. GLOSSARY

### **ACH**

See Automated Clearinghouse.

### **ADD VALUE MACHINE**

A distribution device that enables cardholders to both load value to a TransLink<sup>®</sup> card and check the balance of a TransLink<sup>®</sup> card.

### **ADJUSTMENT**

The process of modifying the settlement amount for any given settlement period for a specific transit operator due to an out-of-balance condition or claim.

### **APPLICATION ISSUER**

Any single entity or a joint entity of multiple parties that own and distribute any specific application that may be resident solely or jointly with other applications, on a smart card. The TransLink<sup>®</sup> Consortium is the TransLink<sup>®</sup> Application Issuer in the Region. The TransLink<sup>®</sup> Consortium may carry out Application Issuer responsibilities directly or delegate them to the TransLink<sup>®</sup> Contractor.

### **AUDIT**

A formal or official examination and verification of TransLink<sup>®</sup> operational and financial policies, procedures and activities.

### **AUTOLOAD**

By registering for the Autoload Program, a cardholder enables an automatic reload of value to his/her card. TransLink<sup>®</sup> cards can automatically be loaded with the fare type of a cardholder's choosing whenever the e-cash balance becomes low or a transit pass or stored ride book is due for renewal. The cardholder designates a bank account or credit card as the funding source. Of available time-based passes, only monthly passes may be purchased using the Autoload feature.

### **AUTOMATED CLEARINGHOUSE**

The process by which funds are moved between participants in the TransLink<sup>®</sup> Program (see Funds Movement).

### **AVM**

See Add Value Machine.

### **BALANCE RESTORATION**

This optional feature enables a cardholder with a registered card to obtain a replacement of any confirmed remaining value on his/her card if his/her card is lost, stolen, or damaged.

### **BLOCKED CARD**

A card that is rendered inactive by the TSB Customer Service Center. To block a card, the TSB Customer Service Center will add the card to the Hotlist.

**CARD**

The card is the TransLink<sup>®</sup> smart card licensed to cardholders to pay transit fares on select transit systems. The card is the property of the TransLink<sup>®</sup> Consortium, the Card Issuer. Each card is uniquely identified by a serial number printed on the back of the card.

**CARD DISTRIBUTION**

The process of moving TransLink<sup>®</sup> cards from Issuers to card distributors and from card distributors to cardholders.

**CARD DISTRIBUTOR**

A transit operator or third-party that vends TransLink<sup>®</sup> cards.

**CARDHOLDER**

A patron who has a TransLink<sup>®</sup> card. A card that has been registered to an individual or personalized is not transferable and can only be used by the person identified in the TransLink<sup>®</sup> fare payment system and/or on the card itself.

**CARD ISSUER**

The Card Issuer is responsible for the operation and maintenance of the TransLink<sup>®</sup> fare payment system in which the value stored on the Card can be used as payment for certain services and/or goods provided or supplied by the transit agencies participating in the TransLink<sup>®</sup> fare payment system.

**CARD INTERFACE DEVICE (CID)**

The device that allows TransLink<sup>®</sup> cards to be read and encoded via the contactless interface that is used for fare payments.

**CERTIFIED OPERATOR PERSONNEL**

Those who have successfully completed the TransLink<sup>®</sup> Contractor training program delivered by the TransLink<sup>®</sup> Contractor and/or operator trainers.

**CHARGEBACK**

A chargeback occurs when either the TransLink<sup>®</sup> Contractor or a transit operator have accepted a credit card for payment in exchange for a product or e-cash loaded to a TransLink<sup>®</sup> card, and the credit card company disputes the charge and moves to retrieve the value. Chargebacks can occur as late as six months after the payment is accepted.

**CID**

See Card Interface Device.

**CLAIM**

A formal, written statement filed by an operator with the TransLink<sup>®</sup> Contract Manager to dispute the accuracy of the settlement process (e.g., when an operator believes that the amount due to the agency is greater than the TransLink<sup>®</sup> settlement process has determined).



**DAMAGED CARD**

A card that, while in the possession of a cardholder, has been rendered physically inoperable due to causes outside of the TransLink® Contractor's control.

**DATA COLLECTION**

The process of moving the data captured at the point-of-use to the TCS.

**DATA RECONCILIATION**

The process of checking TransLink® records for accuracy.

**DEFECTIVE CARDS**

A card that fails to operate properly because of a manufacturing or design problem within one year of the card's being distributed to a patron.

**DISTRIBUTION DEVICE**

The general term for terminals and devices for both vending of TransLink® cards and the loading of TransLink® cards. Distribution devices include attended and unattended terminals.

**DISTRIBUTOR**

A general term that refers to any party that either vends TransLink® cards or provides value loads.

**ELECTRONIC CASH (E-CASH)**

An electronic record maintained on a TransLink® card that represents a cash value that may be used as payment for transit at any participating transit operator.

**EMPLOYER PROGRAMS**

A method of distributing cards and value to cardholder through a financial subsidy by employers for travel on one or more operators' fixed route services. A cardholder must register his/her card to participate in an employer program.

**FIRST LINE MAINTENANCE**

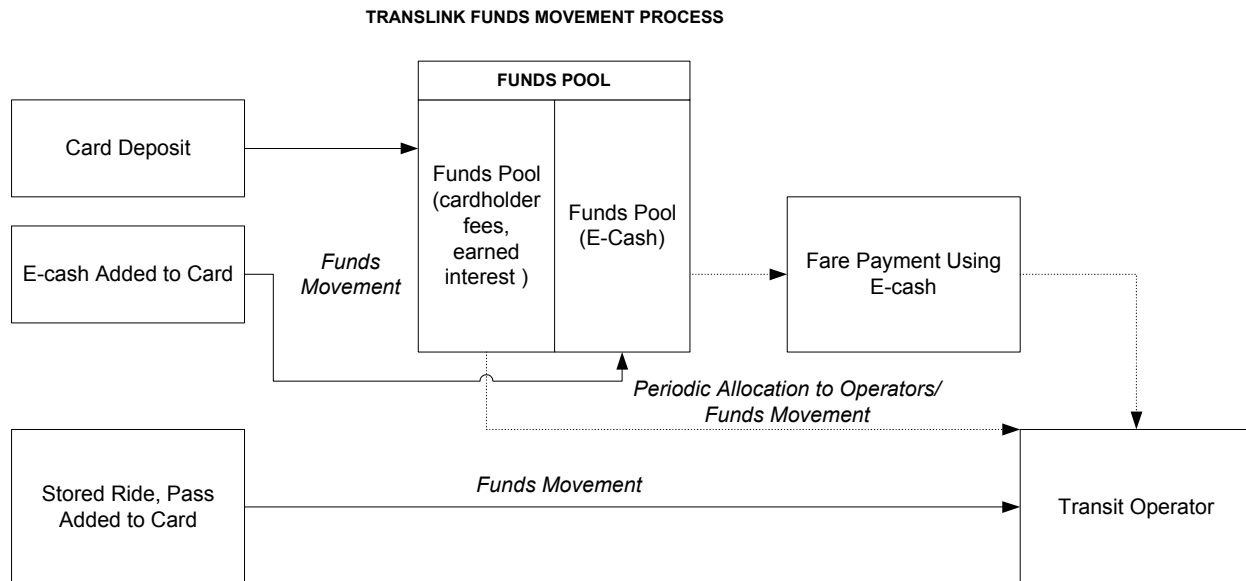
This level of maintenance includes:

- Routine equipment checks;
- Resolution of minor operational problems such as dollar bill jams and card dispensing jams;
- External equipment cleaning;
- Internal component cleaning and lubrication (distribution devices only);
- Running diagnostics tests;
- Removal and replacement of depot maintenance devices and modules; and
- Labor for scheduled replacement of devices and modules.

**FUNDS MOVEMENT**

## Version 1.4

The transfer of funds between participants in the TransLink® program. Funds movement must be accomplished by a settlement bank designated for that purpose. This is a separate process from financial settlement.



### FUNDS POOL

The central account into which TransLink® revenues are deposited. Payments to transit operators for TransLink® services they provide are made from this account.

### INSTITUTIONAL PROGRAMS

Institutional Programs include government agencies, schools/universities, or employers that provide funding for value on one or more cards by establishing an account with the TSB Customer Service Center.

### LOAD

The function of adding e-cash, a period pass, or a number of stored rides to a TransLink® card.

### METROPOLITAN TRANSPORTATION COMMISSION (MTC)

The transportation planning, financing and coordinating agency for the nine-county San Francisco Bay Area. Under SB 1474, MTC is charged with coordinating and consolidating transit services in the Bay Area; TransLink® is one aspect of MTC's regional transit coordination program.

### OPERATOR

Transit agencies participating in TransLink®.

### PERSONALIZED CARD

A card with distinguishing physical features, such as a printed name and/or photograph of the cardholder. A personalized card may be registered or unregistered.

**REGISTERED CARD**

A card where the Issuer knows the identity of the cardholder, but the card does not necessarily have physically distinguishing characteristics.

**SETTLEMENT**

The process of determining the funds between participants in the TransLink<sup>®</sup> program.

**STORED RIDE**

An electronic record maintained on a TransLink<sup>®</sup> card that permits one ride on a specific transit operator. Multiple active stored rides may be present on a single TransLink<sup>®</sup> card for different transit operators.

**TCS**

See TransLink<sup>®</sup> Central System.

**THIRD PARTY DISTRIBUTOR**

Any party other than a transit operator and the Contractor that acts as a TransLink<sup>®</sup> distributor.

**TICKET OFFICE TERMINAL (TOT)**

A location on the premises of a participating operator at which a person may acquire a TransLink<sup>®</sup> card, load value to a card, or receive customer services related to the use of a TransLink<sup>®</sup> card. These services include, but are not limited to, acquiring a card, loading value to a card, requesting an Optional Feature Application, requesting a Refund Request Form, registering a card, and checking the balance of a card.

**TRANS LINK<sup>®</sup> CENTRAL SYSTEM**

The back-end computer system that performs functions related to the management of third party distributors, card based management, network management, settlement, reporting, customer service, and asset management of the TransLink<sup>®</sup> System.

**TRANS LINK<sup>®</sup> CONSORTIUM**

The group consisting of MTC and participating transit operators that entered into the *TransLink<sup>®</sup> Interagency Participation Agreement* to work towards the successful implementation of TransLink<sup>®</sup>.

**TRANS LINK<sup>®</sup> CONTRACTOR**

The party selected as a result of the TransLink<sup>®</sup> Request for Best and Final Offer (“BAFO”) that has entered into the Contract to design, build, operate and maintain the TransLink<sup>®</sup> system (i.e., Motorola, Inc.).

**TRANS LINK<sup>®</sup> SERVICE BUREAU (TSB) CUSTOMER SERVICE CENTER**

The TransLink<sup>®</sup> Customer Service Center is operated by the TransLink<sup>®</sup> Contractor, an agent of the Card Issuer. The TSB Customer Service Center’s responsibilities include, but are not limited to: providing information, fulfilling card requests, handling requests to add value to cards, processing orders for optional features, and managing reports of lost or stolen cards. All

communications between the cardholder and the TransLink<sup>®</sup> Consortium, the Card Issuer, go through the TSB Customer Service Center.

**UNREGISTERED CARD**

Cards where the identity of the cardholder is not known to the Card Issuer.